DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Arcare Pty Ltd ATF The Arc Unit Trust
(AG2026/7)

ARCARE PTY LTD, NSWNMA/ANMF NSW BRANCH AND HSU NEW SOUTH WALES BRANCH, (NSW AND ACT) ENTERPRISE AGREEMENT 2025

Aged care industry

COMMISSIONER P RYAN SYDNEY, 3 MARCH 2026

Application for approval of the Arcare Pty Ltd, NSWNMA/ANMF NSW Branch and HSU New South Wales Branch, (NSW and ACT) Enterprise Agreement 2025

[1] Arcare Pty Ltd ATF The Arc Unit Trust (**Employer**) has made an application for approval of an enterprise agreement known as the *Arcare Pty Ltd, NSWNMA/ANMF NSW Branch and HSU New South Wales Branch, (NSW and ACT) Enterprise Agreement 2025* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

Sections 186, 187 and 188

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the FW Act as are relevant to this application for approval has been met. In coming to this conclusion, I have had regard to the material contained in the application, the accompanying declaration, the responses to issues identified, and the Statement of Principles.[1]

Section 183 Bargaining representatives

[3] The Australian Nursing and Midwifery Federation (**ANMF**) and the Health Services Union (**HSU**), each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover them.

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

[1] *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023*.

Section 218A Variation

[5] The Employer made an application under s.218A to vary clause 44 of the Agreement which deals with workplace delegates rights. The variations address the matters identified by the Full Court in *Construction, Forestry and Maritime Employees Union v Australian Industry Group* [2025] FCAFC 187. The ANMF supported the variation. The HSU did not express a view.

[6] Section 218A of the FW Act allows the Commission to correct or amend obvious errors, defects or irregularities. It is a discretionary power, and the Commission must first be satisfied that the identified errors or amendments sought are obvious errors, defects or irregularities. I am satisfied that there is an obvious defect in clause 44 of the Agreement, and that I should exercise my discretion to amend the Agreement.

Approval

[7] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 10 March 2026. The nominal expiry date of the Agreement is 1 November 2028.

COMMISSIONER

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ARCARE PTY LTD,

NSWNMA/ANMF NSW Branch and HSU New South Wales Branch

(NSW and ACT) ENTERPRISE AGREEMENT 2025

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Part 1: Application and Operation

1 Title

This Agreement is the *Arcare Pty Ltd, NSWNMA/ANMF NSW Branch and HSU New South Wales Branch, (NSW and ACT) Enterprise Agreement 2025*.

2 Definitions and Interpretation

2.1 In this agreement, unless the contrary intention appears:

(a) **Act** means the *Fair Work Act 2009* (Cth), as in force and amended or replaced from time to time.

(b) **AHPRA** means the Australian Health Practitioner Regulation Authority.

(c) **Aged care industry** means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility including in the home.

(d) **Agreement** means the Arcare Pty Ltd, NSWNMA/ANMF NSW Branch and HSU New South Wales Branch, (NSW and ACT) Enterprise Agreement 2025.

(e) **Ordinary Rate** means the rate of pay (hourly or weekly as applicable) for a period worked that does not include overtime, penalty rates, allowances, shift penalties, loadings, casual loadings, incentives, bonuses and other ancillary payments of a like nature.

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

(g) **Day Worker** means an Employee whose ordinary hours are worked between 6.00am and 6.00pm Monday to Friday.

(h) **Double Time** means payment of twice the Ordinary Rate with respect to the hours worked, where prescribed by this Agreement and is represented numerically in this agreement as 200%.

(i) **Double Time and a half** means payment of two and a half times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 250%.

(j) **Employee** means an employee of the Employer and has the meaning in the Act.

(k) **Employer** means Arcare Pty Ltd (ABN: 96443 678 906) in the State of New South Wales and the Australian Capital Territory.

(l) **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.

(m) **Family and Domestic Violence** means violent, threatening or other abusive behaviour by a close relative of an employee (being a member of the employee's Immediate Family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules per the NES), a member of an employee's household, or a current or former intimate partner of an employee, that:

(i) seeks to coerce or control the Employee; and

(ii) causes the employee harm or to be fearful.

(n) **FWC** means Fair Work Commission, the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.

(o) **Immediate family** of an employee means:

(i) a spouse, partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or partner of the employee.

(iii) ***spouse*** includes a former spouse.

(iv) ***partner*** of an employee:

(1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(2) includes a former partner of the employee.

(p) **NES** means National Employment Standards being the legislated minimum standards for workplace conditions under the Act.

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

(r) **Shift Worker** means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of a Day Worker (as defined).

(s) **Spouse** includes a former spouse.

(t) **Superannuation Law** means any requirement under the Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994 (Cth), Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993 (Cth), Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.

(u) **Time and a half** means payment of one and a half times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 150%.

(v) **Time and Three Quarters** means payment of one and three-quarter times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 175%.

(w) **Union** means the NSW Nurses and Midwives Association (NSWNMA), Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch), Australian Nursing and Midwifery Federation ACT Branch (ANMF ACT Branch) and the Health Services Union NSW/ ACT/ QLD Branch (HSU).

3 Commencement and Expiry

3.1 This Agreement will commence seven days after approval by the FWC and will nominally expire on 1 November 2028 and thereafter in accordance with the Act.

3.2 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.

4 Coverage

4.1 This Agreement shall cover the following:

(a) Arcare Pty Ltd (“the Employer”);

(b) all Employees of the Employer performing work within the classifications contained in this Agreement and employed by the Employer in the Employer's aged care Residences in the State of New South Wales and the Australian Capital Territory.

(c) The Employer will formally advise the NSWNMA/ ANMF NSW Branch, ANMF ACT Branch and HSU when the Agreement is made in order for the HSU and NSWNMA/ ANNF NSW Branch to apply under s.183 of the Act to be covered by the Agreement.

5 Access to the Agreement

The Employer must ensure that copies of the Agreement 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 Scope of the Agreement and Relationship to the NES

(a) The Agreement sets out the minimum terms and conditions of employment for the Employees.

(b) Any reference to a policy in this Agreement is a reference to the policy in place as amended (or removed) from time to time. No policy referred to in this Agreement is incorporated into the Agreement.

(c) This Agreement contains terms that are also matters under the NES of the Act. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s.55 of the Act.

7 Agreement Flexibility

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

(a) The agreement deals with one or more of the following matters:

(i) arrangements for when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances; and

(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 (a); and

(c) The Employer and the individual employee must have genuinely made the agreement without coercion or duress.

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

(a) are about matters permitted under section 172 of the Act; and

(b) are not unlawful terms under s.194 of the Act; and

(c) result in the employee being better off overall than the employee would be if no individual flexibility arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

(a) be in writing; and

(b) includes the name of the Employer and employee;

(c) is signed by the Employer and employee and, if the employee is under 18 years of age, the employees parent or guardian; 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;

(iv) state the date the arrangement commences.

7.4 The Employer must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.

7.5 The agreement may be terminated:

(a) by the Employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the Employer and the individual employee.

7.6 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual employee contained in any other term of this agreement.

8 Values, Relationship Model of Care, the Senses Framework and Diversity and Inclusion

8.1 Values

(a) Arcare recognises and honours the depth of experience and meaning in the lives of all community members, and commits to being perceptive and supportive of their sensitivities, hopes and desires. The values of Arcare have been collectively developed by and for our diverse community in recognition of our interdependence. These are living values statements that will be reviewed and developed as our learning community continues to grow.

8.2 Relationships

(a) We believe that fostering open and respectful relationships is the most important thing that we do. "Positive and respectful relationships develop when we connect on an emotional level, and these connections develop through our everyday interactions and sharing with each other."

8.3 Uniqueness

(a) Through sharing our stories and ourselves we are able to recognise and celebrate the uniqueness of every person. "Getting to know the uniqueness and strengths of each community member enables us to support who they were, who they are, and who they hope to be."

8.4 Partnerships

(a) We commit to listening to each other, sharing information, and respecting one another's choices. "Partnerships that empower people are based on understanding and respecting what really matters to each other, and we believe that vibrant communities develop when all voices in the partnership are heard and valued."

8.5 Flexibility

(a) We commit to nurturing people, new ideas and personal growth remaining flexible and open to possibilities. "We believe that people thrive and continue to grow when they have the freedom to be themselves, and that maintaining a spirit of flexibility and spontaneity enables us to embrace the special moments and endless possibilities that real life brings."

8.6 Diversity and Inclusion Statement

(a) Arcare is a client focused, values-based organisation that embraces people's differences and the positive contribution all people bring to our culture inclusive of: nationality, ethnicity, cultural background, spirituality, religion, sexuality, gender identity, disability, age, position, or political opinion whilst ensuring diversity and equality outcomes for all our community.

(b) We recognise the importance of diversity and inclusion in our community: our clients and families, team members, volunteers, partners, and friends by encouraging equality, collaboration, and participation. Our decisions are based on our core values: Partnerships, Uniqueness, Relationships and Flexibility, and our behaviours are mirrored through our ROLES and SENSES Program in which these principles are ingrained.

(c) We demonstrate our commitment to diversity and inclusion through:

(i) the selection of team members whose personal values align to those of Arcare

(ii) our policies, procedures and systems which promote equality, eliminate exclusivity, and enable everyone to know and exercise their rights;

(iii) consultation and collaboration with our community members to understand challenges and continually strive to be better;

(iv) the promotion and awareness of Diversity and Inclusion to our community members, and the development of our team members and volunteers to ensure these principles and our values are front of mind;

(v) the provision of a safe environment which enables people to be themselves and feel respected.

(d) At Arcare, we believe diverse perspectives, experiences, and cultural differences enable us to recognise and respect each other's uniqueness and appreciate the value this brings to our community. We believe engaging and collaborating with our community members helps them feel a sense of belonging, security, continuity, purpose, fulfillment, and significance which empowers us all to be who we are.

8.7 Relationship Model of Care

(a) High quality care and support is shaped by the quality of the relationships and interactions between residents, staff and families (adapted from Nolan et al, 2006). As such, whatever position Employees occupy, they are employed by the Employer - first and foremost - to prioritise building relationships with residents, families and staff.

(b) Naturally high quality clinical care is important – but it is by no means the only thing Employees are employed to be involved in. As such, the Employer has moved away from a purely medical model toward the development of a vibrant and flexible community model.

(c) Care does not happen in a vacuum. It is provided by Employees who need to feel valued and supported so that relationships can develop and a high quality of care can be achieved.

8.8 The 'Senses Framework'-Schedule 2

(a) The empirically tested Senses-framework outlines the types of things that elders, Employees, volunteers and families should experience in order for relationships to develop, and a high quality of care and support to be achieved (adapted from Nolan et al, 2006). The Senses Framework is outlined in further detail at Appendix 2.

(b) We use the ‘Senses’ to ensure that the wellbeing of elders, Employees and families can be maximised to the greatest extent possible, and that each feel supported as they pursue personally meaningful goals and life-experiences.

9 Requests for Flexible Work Arrangements

9.1 An Employee may make a request for flexible working arrangements in accordance with the NES.

9.2 Disputes about requests for flexible working arrangements may be dealt with under clause 11 – Dispute Resolution Procedure and/or under section 65B of the Act.

Part 2: Consultation and Dispute Resolution Procedure

10 Consultation

10.1 This term applies if the Employer:

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

(b) propose to introduce a change to the regular roster or ordinary hours of work of Employees.

10.2 Major change

(a) For a major change referred to in clause 10.1(a):

(i) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(ii) clauses 10.2(b) to 10.2(g) apply.

(b) The relevant Employees may appoint a representative, which may be a representative from the NSWNMA/ANMF NSW Branch, ANMF – ACT Branch or HSU, for the purposes of the procedures in this term.

(c) If:

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

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

the Employer must recognise the representative.

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

(i) discuss with the relevant Employees and any nominated representative:

(1) the introduction of the change; and

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

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

(ii) for the purposes of the discussion — provide, in writing, to the relevant Employees and their nominated representative:

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

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

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

(e) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and any nominated representative.

(f) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 10.2 (a)(i), (b) and 10.2(d) are taken not to apply.

(g) In this term, a major change is ***likely to have a significant effect on employees*** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.

10.3 Change to regular roster or ordinary hours of work

(a) For a change referred to in clause 10.1(b):

(i) the Employer must notify the Employees of the proposed change; and

(ii) subclauses 10.3(b) to 10.3(e) will apply.

(b) The relevant Employees may appoint a representative, which may be a representative from the NSWNMA/ANMF NSW Branch, ANMF – ACT Branch or HSU, for the purposes of the procedures in this term.

(c) If:

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

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

the Employer must recognise the representative.

(d) The Employer will:

(i) provide information to the relevant Employees about the change; and

(ii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

(iii) consider any views given by the relevant Employees about the impact of the change.

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

10.4 In this clause, ***relevant employees*** means the Employees who may be affected by a change referred to in clause 10.1 (as applicable).

11 Dispute Resolution Procedure

11.1 This clause sets out the procedure to settle a dispute relating to any employment matter including:

(a) a matter arising under the agreement, or

(b) the NES, or

(c) whether the employee had reasonable business grounds under subsection 65(5) of the Act, requests for flexible working arrangements, or 76(4) of the Act, requests for extending unpaid parental leave.

11.2 In the first instance the Employer and Employee (the **Parties**) must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the Parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

11.3 If a dispute is unable to be resolved at the workplace, and all appropriate steps under Clause 11.2 have been taken, a Party to the dispute may refer the dispute to FWC, or other appropriate statutory tribunal.

11.4 Unless otherwise stated in this Agreement, the Parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.

11.5 Where the matter in dispute remains unresolved, FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

11.6 The Employer or Employee may appoint another person, organisation or association, which may include the Union/s, to accompany and/or represent them for the purposes of this clause.

11.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act.

11.8 Subject to work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

12 Workload Management

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

12.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

(a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.

(b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.

(c) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.

(d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.

12.3 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 Residence 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.

12.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 11 Dispute Resolution Procedure. Arbitration of workload management issues may only occur

by agreement of the Employer and the employee representative, which may include the union/s.

Part 3: Types of Employment and Termination of Employment

13 Types of Employment

13.1 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, the Employer will inform each employee whether they are employed on a full-time, part-time or casual basis. The 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.

13.2 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 25.1(a) of this Agreement.

13.3 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 rostering arrangements which will apply to those hours.

(c) A part-time employee will be paid a minimum of four hours pay for each engagement except as follows:

(i) Mandatory or Compulsory training and attendance at meetings, fire drill and first aid training; and

(ii) Recall

(d) The terms of the agreement in (b) may be varied by agreement 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.

13.4 Aged Care Employees only

(a) Before commencing employment, the Employer and part-time employee will agree in writing on:

(i) the agreed minimum number of contracted hours to be worked per fortnight; and

(ii) the days of the week the employee will be rostered to work within a fortnight; and either

(1) the span of hours that the employee may be rostered within a fortnight. The span of hours shall include which shifts the employee may be rostered to work; or

(2) at the employee's election, and in the alternative to (1), the shifts (ie: day work, morning, afternoon or night shift) the employee will be rostered to work within a fortnight.

(iii) The agreement made pursuant to clause 13.4(a) may subsequently be varied by agreement between the Employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.

(iv) Notwithstanding the overtime provisions prescribed at clause 30 of the Agreement, a part time Employee may agree to work in excess of their rostered ordinary hours or work additional shifts at the Ordinary Rate, provided that all time worked by a part-time Employee which exceeds 10 hours per day, will be paid at the applicable overtime penalty rate.

(v) The agreement by the Employee to work in excess of their rostered ordinary hours will be evidenced in writing.

(vi) No part time employee shall be directed to work in excess of their rostered ordinary hours at the Ordinary Rate. Where the part-time Employee is directed by the Employer to work in excess of their rostered ordinary hours (Additional Hours) the Employee will be paid in accordance with clause 30– Overtime, for such Additional Hours

13.5 Review of Part-time Hours

(a) Where the employee is regularly working more than their minimum contracted hours for at least 6 months, the employee may request in writing that the Employer vary their contracted hours.

(b) The hours worked in the following circumstances will not be incorporated in the variation:

(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.

(c) 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.

13.6 Casual Employment

(a) The definition of a casual Employee is set out in the NES.A casual Employee will be engaged for a minimum of three hours on any shift, except Mandatory or Compulsory training and attendance at meetings, fire drill and first aid training.

(b) Casual Employees will be paid for each hour worked at the applicable Ordinary Rate for the classification in which they are employed, plus a casual loading of 25%. Casual Employees are paid a casual loading in compensation for not having entitlements under the NES and this Agreement to paid annual leave, paid personal leave, paid compassionate leave, payment for public holidays not worked, payment in lieu of notice of termination and redundancy pay. A casual Employee is also not otherwise entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise.

13.7 Casual Conversion

(a) A casual employee may have a pathway to permanent employment by way of written notification in accordance with the NES.

(b) A casual Employee may give the Employer written notification if the Employee (in summary):

(i) believes they no longer meet the definition of a casual employee (noting as per subclause (a) this is defined in the Act);

(ii) is not in dispute with the Employer about their status as a casual Employee under the Act;

(iii) has been employed by the Employer for a period of at least 6 months; and

(iv) has not, in the last 6 months prior to the written notification being given, received a response from the Employer under s. 66AAC the Act not accepting a previous notification made under this section; or had a dispute with the Employer relating to the operation of Division 4A of Part 2-2 of the Act resolved under s. 66M or s.739 of the Act.

(c) The Employer must give the Employee a written response to a written notification (given in accordance with the Act) within 21 days after the notification is given to the Employer. The information that must be included in the response, the obligation to consult with the Employee and the grounds for non-acceptance of the notification are set out in the Act.

(d) Where the Employer accepts the notification, the Employee is taken to be a full-time or part-time employee (as the case may be) beginning on the day specified in the response (being the first day of the Employee's first full pay period that starts after the day the Employer response is given – unless the Employee and Employer agree to another day).

14 Termination of Employment

14.1 Notice of termination is provided for in the NES.

(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	one (1) week
More than 1 year but not more than 3 years	two (2) weeks
More than 3 years but not more than 5 years	three (3) weeks
More than 5 years	four (4) weeks

(c) Where the employee is 45 years of age and has completed two continuous years of service with the Employer the employee is entitled to an additional weeks' 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 14.1(c) except that there is no requirement on the employee to give additional notice based on their age.

(e) An Employer may summarily dismiss an employee for serious misconduct. An employee who is summarily dismissed does not receive notice, or payment in lieu of notice.

(f) Where the Employer terminates the employment of the employee and does not require the serving of notice the Employer will pay the employee the amount in lieu of working out the notice period.

(g) If the Employee who is at least 18 years of age fails to give notice or fails to work their allocated notice period, the Employees acknowledges that it is reasonable and authorises the Employer may deduct from wages due to the Employee under the Agreement an amount that is no more than one week's wages for the Employee. Any authorised deduction made under this subclause must not be unreasonable in the circumstances. 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.

(h) It is the intention of this clause that the Employer and employee provide appropriate notice upon termination.

14.2 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.

15 Redundancy

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

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

(b) because of the insolvency or bankruptcy of the Employer.

15.2 Minimum Payments for NSW Employees

(a) Where the employee is employed by the Employer in New South Wales and is under 45 years of age, the Employer shall pay the employee

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

(b) Where the employee is employed by the Employer in New South Wales and is 45 years of age or over, the Employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Severance
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay

2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

(c) "Week's pay" for the purposes of clause 15.2 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;

(iii) broken shift allowance;

(iv) sleepover allowance;

15.3 Where the Employee is employed by the Employer in the Australian Capital Territory, redundancy pay is as provided for in the NES.

15.4 Transfer to Lower Paid Duties

(a) 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.

15.5 Employee Leaving During Notice Period

(a) 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.

15.6 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 14.2.

15.7 Alternative Employment

(a) Where an offer of acceptable alternative employment is rejected by an Employee, no severance payment is payable by the Employer, subject to an order by the Fair Work Commission.

(b) On application by the Employer, FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.

(c) The amount of redundancy pay to which the Employee is entitled under s.119 of the Act is the reduced amount specified in the determination.

15.8 Employees Exempted from redundancy pay provisions

(a) employees whose employment is terminated because of serious misconduct;

(b) probationary Employees;

(c) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

(d) employees engaged for a specific period of time or for a specified task or tasks; or

(e) casual employees.

15.9 Transfer of Business

(a) The provisions of this clause are not applicable where a business is before or after the date of this agreement, transferred from an employer (**the old employer**) to another employer (**the new employer**), in any of the following circumstances:

(b) Where the Employee accepts employment with the new employer which recognises the period of continuous service which the Employee had with the old employer to be continuous service of the Employee with the new employer; or

(c) Where the Employee rejects an offer of employment with the new employer:

(i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the old employer; and

(ii) which recognises the period of continuous service which the Employee had with the old employer to be continuous service of the Employee with the new employer.

(d) The FWC may vary paragraphs if it is satisfied that this provision would operate unfairly in a particular case.

15.10 Incapacity to Pay

(a) The Commission may vary the severance pay prescription on the basis of the Employer's incapacity to pay. An application for variation may be made by the Employer.

Part 4: Minimum Wages and Related Matters

16 Classifications

16.1 Nursing classification definitions are set out in Schedule A;

16.2 Aged Care classification definitions are set out in Schedule B;

16.3 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

17 Minimum weekly wages

17.1 The minimum weekly wages are set out in Appendix 1, Table 1 of this Agreement.

17.2 Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

17.3 The parties acknowledge and understand that as at the time of making this Agreement:

(a) the FWC has handed down further decisions and subsequent Award Determinations under Stage 3 of the Aged Care Work Value Case (ACWVC) that provide the operative dates of the increases to the minimum rates of pay in the Nurses Award 2020 (Nurses Award) and the Aged Care Award 2010 (AC Award) for prescribed classifications (including aged care Registered Nurses, Enrolled Nurses, Nursing Assistants, Personal Care Workers, Lifestyle, Food Services Assistants, Cleaners, Laundry Hands and Indirect Care Workers – Stage 3 Classifications);

(b) the operative dates (including the phasing in) of the increases to the Stage 3 Classifications have been determined as being:

(i) FFPPOA 1 January 2025 (all indirect care workers increase and a percentage of direct care workers (PCW and Leisure and Lifestyle Assistants) increases);

(ii) FFPPOA 1 March 2025 (registered and enrolled nurses only);

(iii) FFPPOA 1 October 2025 (the remainder of the direct care worker increases, and the second increase for registered and enrolled nurses).

(iv) FFPPOA 1 August 2026 (final increase for registered and enrolled nurses only)

(c) the Commonwealth Government has committed to fully fund the increase for providers in the sector in relation to work value matters.

(d) Arcare acknowledges the Commonwealth Government publishes guidance / directions to providers about how increased funding is to be applied by providers in order to give effect to each tranche of the Stage 3 Decision.

(e) Accordingly, Arcare will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government (noting as a private operator, Arcare is subject to an unfunded cost of payroll tax, which will be taken into account when calculating and applying the increases), including with respect to the operative timing of those increases, and in doing so, will apply the quantum and timing of the wage increases at clause 17.1 of this Agreement as they apply to the minimum rates. That is, any Registered Nurse or Enrolled Nurse rates adjusted in August 2026 in accordance with this subclause will be further increased by the prescribed 3% increase on the first full pay period on or after (FFPPOA) 1 November 2026 and a further increase of 3% on the FFPPOA 1 November 2027.

18 Progression

18.1 For progression for all classifications under this Agreement, refer to Schedules A to B.

19 Recognition of Service and Experience (Nursing Classifications only)

19.1 From the time of commencement of employment an employee has two 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.

19.2 Until such time as the employee furnishes any such documentation outlined in 19.1 the Employer shall pay the employee at the level for which proof has been provided.

19.3 If within two months of commencing employment an employee does provide documentary evidence of other previous relevant service or/and experience the Employer shall pay the employee at the appropriate rate as from the date of commencement that would have been paid from that date had that documentary evidence been provided.

19.4 If the employee provides documentary evidence of other previous relevant service and/or experience after two months from commencement the Employer shall pay the employee at the appropriate rate from the date the documentary evidence is received. This rate will not be back dated to the time of commencement.

19.5 For the purpose of yearly progression based on service and experience an employee must complete 1976 hours, or in the case of a casual or part time employee 1824 hours.

20 Regrading (Aged Care Classifications only)

20.1 Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the employee may apply to have their position reclassified to the higher classification.

20.2 An application for re-grading by an employee must be made in writing.

20.3 The Employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.

20.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.

20.5 Factors with a bearing on the decision may include whether the changes:

(a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or

(b) are permanent or temporary.

21 Allowances

21.1 The following allowances do not apply to employees classified at Registered Nurse levels 4 or 5.

21.2 The allowance rates are set out in Table 2.

21.3 Clothing and Equipment (Excluding Nursing Classifications)

(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 in accordance with clause 21.3(a), the Employer may, by agreement with the Employee, pay such employee a uniform allowance at the rate set out in Table 2. 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 at the rate set out in Table 2. This allowance is also expressed as a payment per shift of part thereof of as a weekly payment – an employee is to be paid whichever is the lesser amount.

(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 (either individual periods or consecutively) in any twelve-month period.

(e) Where the 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.

(f) Where the Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

21.4 Clothing and Equipment (Nursing Classifications only)

(a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms, shoes, a cardigan or jacket, socks and stockings 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 in accordance with clause 21.4(a), the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate set out in Table 2 per week.

(c) Where an Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a weekly laundry allowance at the rate set out in Table 2.

(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 (either individual periods or consecutively) in any twelve-month period.

(e) Where the 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.

(f) Where the Employer provides an employee with uniforms, all articles so provided remain the property of the Employer.

21.5 Meal Allowances

(a) When required to work overtime beyond one hour, an Employee will be:

(i) supplied with an adequate meal where the Employer has adequate cooking or dining facilities; or

(ii) paid a meal allowance as set out at Table 2.

(b) In addition to the allowance provided for at (a)(ii), where overtime work exceeds 4 hours, a further meal allowance at the rate set out in Table 2 will be paid.

(c) Clause 21.5(a) and 21.5(b) will not apply when an employee could reasonably return home for a meal within the meal break.

(d) On request the meal allowance will be paid on the same day as overtime is worked.

21.6 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 Table 2.

(ii) between rostered shifts or ordinary hours on a Saturday the amount set out in Table 2.

(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 Table 2.

(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.

21.7 Telephone Recall Provision

Further, a minimum of one hours pay at the appropriate overtime rate will be paid, in addition to the on call allowance, for the first disturbance (or any subsequent telephone attendances) where the on call employee receives a telephone enquiry or enquiries but can resolve the matter appropriately without the need for returning to the Residence. Subsequent disturbances, in excess of a total of one hours duration (cumulative time spent on such telephone attendances), during the on-call period shall be compensated at overtime rates for the actual time taken in answering and dealing with the calls.

21.8 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 Table 2.

(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 Residence and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in Table 2 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 21.8(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

21.9 Continuing Education Allowance (Nursing Classifications only)

(a) A registered nurse or enrolled 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 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 Table 2.

(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 Table 2.

(i) A registered nurse who holds a relevant masters 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 Table 2.

(j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the Employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Table 2.

(k) The allowances set out in this subclause are not included in the Employee's Ordinary Rate and will not constitute part of the all-purpose rate.

(l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

(m) A Nurse claiming entitlement to a continuing education allowance must provide to the Employer evidence of holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

21.10 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 residence shall be paid in addition to their salary, whilst so in charge, the per shift allowance set out in for less than 100 beds or for 100 or more beds in Table 2.

(b) A registered nurse who is designated to be in charge of a shift in a section of a residential aged care residence shall be paid in addition to their salary, the per shift allowance set out in Table 2.

(c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

21.11 Leading Hand Allowance (Aged Care Classifications only)

(a) A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

(b) A leading hand will be paid a weekly allowance of the amount specified in accordance with the following scale:

Leading hand in charge of:	Weekly allowance
2-5 other employees	Table 2
6-10 other employees	Table 2
11-15 other employees	Table 2
16-19 other employees	Table 2

(c) This allowance will be part of salary for all purposes of this 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.

21.12 Service Allowance (applies only to those Aged Care employees formerly covered by Charitable, Sector Aged and Disability Care Services (State) NAPSA and Aged Care employees formerly covered by Aged Care General Services (State) Award).

(a) Aged Care employees formerly covered by Charitable, Sector Aged and Disability Care Services (State) NAPSA

(i) All full-time employees appointed prior to 1 June, 1980, shall after 10 years' continuous service with the same organisation, be paid by the said organisation in addition to the rates prescribed in Clause 17; Minimum Weekly Wages, a service allowance in the following manner:

(1) For 20 years of service and over 10%.

(b) Aged Care employees formerly covered by Aged Care General Services (State) Award

(i) All employees appointed before 1 October, 1986, shall, after 10 years' continuous service with the same Employer, be paid in addition to the rates prescribed in Clause 17; Minimum Weekly Wages, a long service bonus of the amount set out in the following scale:

(1) For 20 years of service and over 10%.

(c) Payments due under this clause will be made on the usual pay day when other payments under this agreement are made.

(d) Continuous service in the same Employer, prior to the commencement of this agreement shall be taken into account when computing service for the purposes of this clause.

(e) Continuous service shall be deemed not to have been broken by absence from the organisation due to membership of the defence forces of the Commonwealth in time of war or during any period of special leave for members of the Military Reserve Forces.

(f) For Aged Care employees formerly covered by Aged Care General Services (State) Award periods of unpaid leave granted to the employee by the Employer.

21.13 Nauseous Work Allowance (Aged Care Classifications only)

The allowance set out in Table 2 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 in fit for purpose bags or 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 Table 2 for work performed in any week.

21.14 Tool Allowance (Aged Care Classifications)

A tool allowance as set out in Table 2 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.

21.15 PCW Medication Awareness and Assistance Allowance

(a) Personal Care Workers (PCWs), specifically direct care employees classified and paid as a Level 3 (Qualified) employee, who are required by the Employer to fulfil the requirements of the 'medication roster' on an allocated shift - whereby they undertake medication assistance to all their allocated residents, will be paid an allowance set out in Table 2 per hour for all hours worked on that shift. The employee must maintain their medication competency at all times in accordance with the Employer's policy, as amended from time to time.

(b) This clause does not apply to PCWs classified as a Level 5 (Specialist).

21.16 Buddy Shifts

(a) An Aged Care Employee may be engaged to act as a mentor/preceptor to new employees to support their orientation and familiarisation with work duties on an allocated shift (“Buddy Shift”).

(b) Where an Employee is engaged by the Employer to perform a Buddy Shift, the Employee will be paid an allowance of $2.50 per hour for the duration of the rostered ordinary shift. An Employee will not be engaged to perform a Buddy Shift unless the Employee has undertaken the Employer’s mentor/ preceptor training program.

22 Payment of Wages

22.1 Wages are to be paid fortnightly, by way of electronic funds transfer into the Employee’s nominated bank or financial institution account.

22.2 The Employer will not be in breach of its obligations, and will not be held liable, where the Employer’s ability to comply with the requirements of subclause 22.1 is prevented by reason of an event outside the control of the Employer, including for example by bank error, delay or a public holiday.

22.3 The Employer will issue a pay slip for each pay period that is compliant with the Fair Work Act.

22.4 Payment on termination of employment

(a) The Employer will pay an Employee no later than 7 days after the day on which the Employee’s employment terminates:

(i) the Employee’s wages owing for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the Employee, including under this Agreement and the NES.

23 Occupational Superannuation

23.1 The Employer will pay compulsory superannuation contributions to Employees, in accordance with and subject to Superannuation Law (subject to the statutory minimum and maximum contribution base).

23.2 Voluntary superannuation contributions may be made from either pre-tax or after-tax remuneration in accordance with a written agreement between the Employer and Employee.

23.3 For the purposes of superannuation payments, employees may nominate a complying superannuation fund that offers a MySuper product.

23.4 In the absence of a complying nomination, or a 'stapled' fund per Superannuation Law, the Employer will direct payments to its default fund, being HESTA (ABN: 64 971 749 321).

24 Salary Sacrifice to Superannuation Fund

24.1 The Employer may make contributions to an Employee's nominated superannuation fund over and above any contributions required by clause 23.1 in accordance with a valid written salary sacrifice agreement between the Employer and the relevant Employee. The agreement will be in the form determined by the Employer from time to time and in accordance with any relevant policy that may be established by the Employer from time to time.

24.2 Where an Employer makes contributions to the Employee's nominated superannuation fund on behalf of the relevant Employee in accordance with clause 23 any contributions required by clause 23.1 will be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under clause 24.

Part 5: Hours of Work and Related Matters

25 Ordinary Hours of Work

25.1 The ordinary hours of an Employee (other than a casual employee):

(a) will not exceed 76 hours per fortnight (or, if otherwise agreed in writing, an average of no more than 38 hours per week for a period not exceeding 4 weeks);

(b) will not exceed 10 hours per day, exclusive of unpaid meal breaks;

(c) subject to the Broken Shift provisions of the Agreement, will be worked continuously on any day or shift (excluding any unpaid meal break provided for by this Agreement); and

(d) in the case of a Monday to Friday Day Worker will not be worked on a weekend, or before 6 am or after 6 pm on any day Monday to Friday.

25.2 Rostered Days Off

(a) 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.

25.3 Rest Breaks Between Rostered Work

(a) An employee will be allowed a rest break of ten hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift, except by agreement where it may be 8 hours.

26 Rosters

26.1 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:

(a) fourteen days before the commencement of the roster period.

26.2 Employees will work in accordance with a weekly or fortnightly roster set by the Employer.

26.3 It is not obligatory for the Employer to display any roster of the ordinary hours of work of casual or relieving staff.

26.4 Unless the Employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.

26.5 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 to enable the functions of the Residence to be carried out where another employee is absent from work due to illness 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.

26.6 This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days of in that fortnight, as the case may be.

27 Broken Shifts (Aged Care Classifications)

27.1 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):

(a) totalling not more than four hours and where the span of hours is not more than 12 hours

27.2 For Aged Care Classifications a broken shift may be worked where there is mutual agreement between the Employer and employee to work the broken shift.

27.3 Payment for a broken shift will be at ordinary pay with applicable penalty rates and shift penalties (in accordance with Clause 31 Shiftwork), with shift penalties being determined by the commencing time of the broken shift.

27.4 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

27.5 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

28 Saturday and Sunday Work

28.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid at the rate of 150% of the Ordinary Rate for the hours worked during this period.

28.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, all employees will be paid at the rate of 175% of the Ordinary Rate for the hours worked during this period.

28.3 The applicable weekend penalty rates for casual Employees are set out in the below. The penalty rates prescribed below are in substitution for and not cumulative on the casual loading.

Saturday	Sunday
Casual employees - will be paid at the rate of 175% of the Ordinary Rate	Casual employees - will be paid at the rate of 200% of the Ordinary Rate

28.4 These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at Clause 31 Shiftwork.

29 Breaks

29.1 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.

29.2 Nursing Employees

(a) Where a Nursing Employee is required by the Employer to remain on premises and be available during their meal break, but is free from duty, the meal break will be paid at an amount equivalent to the Employee's Ordinary Rate for the 30-minute meal break (**Meal Break Allowance**). This meal period will not count as time worked and is not used in calculating ordinary hours for the purposes of overtime or penalties.

(b) Where a Nursing Employee is required by the Employer to perform work or is recalled to duty during a meal break (**Interrupting Work**), the Employee will be paid overtime for all time worked until the meal break (or the balance of the meal break) is taken. Unless authorised otherwise by the Employer, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work. Whilst paid at the overtime penalty rate the time worked until the meal break is taken will be regarded and count as ordinary time.

(c) Notwithstanding the arrangements set out at 29.2(a) and (b) above, the in-charge registered nurse, may be rostered by the Employer to remain on premises and be available for their meal break during their rostered shift and will be paid the Meal Break Allowance. Where such nurse engages in Interrupting Work during their meal break, they will be paid at the Ordinary Rate for all time worked until the meal break (or the balance of the meal break) is taken. Time worked during a meal break, whilst paid at

the Ordinary Rate, is not used in calculating ordinary hours for the purposes of overtime or penalties.

29.3 Aged Care Employees

(a) Where an Aged Care Employee is required by the Employer:

(i) to remain available to attend to duty;

(ii) to perform work; or

(iii) is recalled to duty,

during a meal break, the Employee will be paid overtime for the period so required and all time worked until the meal break (or the balance of the meal break) is taken. Whilst paid at the overtime penalty rate the time worked until the meal break is taken will be regarded and count as ordinary time.

29.4 Unless authorised otherwise by the Employer, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work or the arrangements per 29.3(a) .

29.5 Any Interrupting Work, or requirements per 29.3(a) for an Aged Care employee, must be authorised by the Residence Manager (or their equivalent) or their delegate.

29.6 Tea Breaks

(a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and Employer.

(b) Subject to agreement between the Employer and employee, such breaks may alternatively be taken as one 20 minute tea break.

(c) Tea breaks will count as time worked.

30 Overtime

30.1 Overtime Penalty Rates

(a) Overtime is all time worked by an Employee with the Employer's approval:

(i) in the case of a casual Employee - in excess of 10 hours in a day or 76 hours per fortnight;

(ii) in the case of a part-time Employee, subject to clause 13.4 for part-time Aged Care Employees, in excess of ordinary hours set out at clause 25.1(a) and 25.1(b);

(iii) in the case of a full-time Employee, in excess of the Employee's ordinary hours on a day or shift.

(b) Instead of the Ordinary Rate, approved overtime worked by a Full-time or Part time Nursing Employee:

(i) between midnight Sunday and midnight Saturday (ie, Monday - Saturday) is payable at Time and a Half for the first two hours and Double Time thereafter;

(ii) between midnight Saturday and midnight Sunday (ie: Sunday) is payable at Double Time;

(iii) at any time on a Public Holiday is payable at Double Time and a Half.

(c) Instead of the Ordinary Rate, approved overtime worked by a Full-time or Part time Aged Care Employee:

(i) between midnight Sunday and midnight Friday (ie, Monday - Friday) is payable at Time and a Half for the first two hours and Double Time thereafter;

(ii) between midnight Friday and midnight Sunday (ie: Saturday and Sunday) is payable at Double Time;

(iii) at any time on a Public Holiday is payable at Double Time and a Half.

30.2 Casual Employees

The applicable overtime rates for casual Employees are set out in the below. The penalty rates prescribed below are in substitution for and not cumulative on the casual loading.

(a) Overtime worked by a Nursing Employee on:

Monday to Saturday	will be paid at the 187.5% rate for the first 2 hours and the 250% rate thereafter
Sunday	will be paid at the 250% rate
Public Holiday	will be paid at the 312.5% rate

(b) Overtime worked by an Aged Care Employee on:

Monday to Friday	will be paid at the 187.5% rate for the first 2 hours and the 250% rate thereafter;
Saturday	will be paid at the 250% rate, ***excepting:*** where such overtime is performed in excess 10 hours in a day, it will be paid at the 187.5% rate for the first 2 hours and the 250% rate thereafter.
Sunday	will be paid at the 250% rate
Public Holiday	will be paid at the 312.5% rate

30.3 Overtime rates are in substitution for and not cumulative upon the shift penalties, weekend and public holiday penalties prescribed in this Agreement.

30.4 Time Off Instead of Payment for Overtime

(a) 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:

(b) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.

(c) 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.

(d) An employee cannot be compelled to take time off instead of overtime.

(e) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which subclause (a) applies has not been taken, the Employer will pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

30.5 Rest Period After Overtime

(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.

(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 a 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 rate of double time 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.

30.6 Rest Break during Overtime

(a) 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.

30.7 Recall to Work when On Call

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

30.8 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) Notwithstanding subclause (a), where the employee is recalled to duty, within two hours of the commencement time of their ordinary rostered shift, such employee shall be paid for such recall up to the commencement of their ordinary shift at the applicable overtime rate and thereafter will be paid at their Ordinary Rate for such time worked during their ordinary rostered shift. In such circumstances the minimum recall of three hours prescribed at (a) shall not apply.

(c) 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.

(d) 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. However, where the employee takes a second or subsequent recall within the initial three hour recall period such employee shall not be entitled to a further minimum recall payment, and shall be paid for such recall work, in excess of the minimum recall payment period, at the applicable overtime rate of pay.

31 Shiftwork

31.1 Shift Penalties

(a) Employees working afternoon or night shift shall be paid the following percentages in addition to their Ordinary Rate, for such shift. 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.

(i) 10% for afternoon shift commencing at or after 10:00 a.m. and before 1:00 p.m.

(ii) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.

(iii) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.

(iv) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.

(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 28 Saturday and Sunday Work and Clause 35 Public Holidays applies.

(c) The provisions of this clause will not apply to Registered Nurse levels 4 and 5.

32 Higher Duties

32.1 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.

32.2 Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

Part 6: Leave and Public Holidays

33 Annual Leave

33.1 Annual leave is provided for in the NES.

33.2 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 this clause and the NES, a shiftworker is defined as an Employee who:

(i) For Nursing Classifications: is regularly rostered over 7 days of the week and regularly works weekends; or is a shiftworker as defined at clause 2.1(r) of this Agreement.

(ii) For Aged Care Employees:

(1) is a shiftworker as defined at clause 2.1(r) of this Agreement; or

(2) regularly rostered to work their ordinary hours outside the hours of a M-F Day Worker (as defined in clause 2.1(r)); and / or works for more than four ordinary hours on 10 or more weekends. For the purposes of this provision - a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

33.3 Taking of Leave

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

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

(ii) Annual leave shall be given at a time fixed by the Employer after a period not exceeding 12 months from the date when the right to annual leave accrued (ie: accrued annual leave for a total period of 24 months) and after not less than eight weeks' and not more than 12 months' notice to the employee, provided:

(1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);

(2) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.

(3) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six weeks.

33.4 Payment for Annual Leave

(a) Before going on annual leave, 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.

(b) At the election of the employee such payments may be paid in accordance with the usual pay day relevant to the period of leave being taken.

33.5 Cashing out of Annual Leave

(a) The Employer and employee must enter into a separate written agreement for each cashing out of a particular amount of annual leave, subject to the following:

(b) 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

(c) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

(d) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.

(e) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

33.6 Annual Leave Loading

(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay. For Nursing Employees only, the leave loading will be applied on a maximum of 152 hours/four weeks annual leave per annum.

(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

(i) an annual leave loading of 17.5% of ordinary pay; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(1) 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.

(2) Annual leave loading is not payable for days that have been added in accordance with the election provisions of Clause 35.2(a).

33.7 Payment of Annual Leave on Termination

(a) On the termination of their employment, an employee will be paid their untaken or pro-rata annual leave.

34 Leave Without Pay

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

34.2 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.

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

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

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

35 Public Holidays

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

35.2 Payment for work performed on Public Holidays

(a) All work performed by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their Ordinary Rate. 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 33.6.

(b) The election in Clause 35.2 (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.

35.3 Public holidays for the purposes of this clause are a day or part day declared as a public holiday:

(a) under the *Public Holidays Act 2010*, as amended or replaced from time to time, where the Employee works in the State of New South Wales, and are as follows:

(i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;

(b) under the *Holidays Act 1958* (ACT) as amended or replaced from time to time, where the Employee works in the Australian Capital Territory, and are as follows:

(i) New Year's Day; Australia Day; Canberra Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Reconciliation Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and

(c) under a law of the State of New South Wales or the Australian Capital Territory to be observed within the respective State or Territory, or a region of the State or Territory, if the Residence where the Employee performs his or her work is situated in that area, other than a day or part-day, or a kind of day or part-day, that is excluded by regulations from counting as a public holiday.

35.4 Public Holiday Substitution– State or Territory Law

(a) If, under (or in accordance with a procedure under) a law of the State of New South Wales or the Australian Capital Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 35.3, then the substituted day or part-day is the public holiday in the respective State or Territory.

35.5 In addition to those eleven named public holidays specified in subclause 35.3(a) employees employed in New South Wales shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the Employer:

(a) On the day on which the August Bank Holiday is observed; or

(b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a declared public holiday for that calendar year; or

(c) On a day, nominated by the Employer before 1 July of each calendar year, on which this extra public holiday will be observed. At least two months" notice of the nominated date will be provided to employees.

(d) It is the intention of this Agreement that an Employee employed by the Employer in New South Wales will ordinarily receive 12 public holidays per annum, that being the eleven named public holidays under clause 35.3(a) and the additional public holiday at clause 35.5.

35.6 Public Holiday Substitution

(a) An Employer and an employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a declared public holiday per the applicable public holiday legislation.

35.7 Public Holidays Occurring on Rostered Days Off

(a) All full-time employees will receive a day's ordinary 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.

35.8 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 ordinary pay for that day.

35.9 Casual Employees

(a) A casual Nursing employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.

(b) A casual Aged Care employee will be paid only for those public holidays they work at the total rate of 275% for hours worked.

(c) Payments under Clause 35.9 (a) and (b) are instead of any casual loading otherwise payable under this Agreement.

36 Ceremonial Leave

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

37 Personal/Carer's Leave

37.1 Entitlement to Paid Personal/Carer's Leave

(a) For each year of service with the Employer, an 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.

37.2 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.

37.3 Notice and Evidence Requirements

(a) Where an Employee is unfit to attend for work by reason of personal injury or illness or is absent by reason of carer's leave in accordance with this clause, the Employee must notify the Employer at least two hours prior to the Employee's normal starting time on the day of absence or, where this is not possible, as soon as practicable thereafter (which may be a time after the commencement of personal leave). An Employee must also advise the period or, expected period, of the absence.

(b) Where the Employee has given notice of the taking of personal/carer's leave under this clause, the Employee is required to provide evidence in the form of a medical certificate or statutory declaration, of the absence where the absence:

(i) is more than 2 consecutive days;

(ii) abuts a public holiday or annual leave.

(c) Subject to compliance with clause 37.3(b):

(i) the first three single days of personal/carer's leave in any 12-month period of employment do not require provision of evidence to the Employer;

(ii) the fourth and any subsequent days or personal/carer's leave, in any 12-month period of employment require evidence in the form of a medical certificate or statutory declaration.

37.4 Subject to compliance with notice and evidence requirements, Employees may utilise accrued paid personal leave for reproductive leave appointment attendances. The evidence requirement in regard to such attendances is reasonable evidence of attendance at the appointment.

37.5 Payment of Paid Personal/Carer's Leave

(a) If an employee takes a period of paid personal/carer's leave and meets the notice requirements set out at Clause 37.3 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/carer's leave when on workers compensation only where their workers compensation payments are less than their normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

37.6 Service

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

(b) A period of unpaid personal/carer's leave does not break an employee's continuity of service but does not count as service.

38 Compassionate Leave

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

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

(i) dies; or

(ii) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life.

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

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

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

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

(b) after the death of the member of the Employee's immediate family or household.

38.3 Leave may be taken for a particular permissible occasion as a continuous two-day period; or in two separate periods of one day each; or any separate periods to which the Employer and employee agree. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take compassionate leave for that occasion at any time while an illness or injury persists.

38.4 If, in accordance with this Clause, an employee, other than a casual, takes a period of compassionate leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid.

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

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

38.7 An Employee may take additional unpaid compassionate leave by agreement with the Employer.

39 Long Service Leave

39.1 The long service leave entitlement for Employees employed by the Employer in NSW is in accordance with subclauses 39.2 to 39.7. Employees employed by the Employer in the Australian Capital Territory shall be entitled to long service leave in accordance with the *Long Service Leave Act 1976* (ACT).

39.2 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.

39.3 Quantum of Long Service Leave (Nursing Classifications)

(a) Every employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

(b) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to long service leave as follows:

(i) For the first five years‟ service – one month.

(ii) For the next ten years‟ service – a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

(iii) For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

39.4 Quantum of Long Service Leave (Aged Care Classifications classified at pay points "A" only)

(a) Every employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

(b) Where the services of an employee with at least five years' service are terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after five years to a proportionate amount of such leave on full pay calculated on the basis of three months long service leave for 15 years' service.

39.5 Quantum of Long Service Leave (Aged Care Classifications classified at pay points "C" only,)

(a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10-year period of service.

(b) Where the services of an employee with at least five years' service are terminated by the Employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years' service.

39.6 Taking of Long Service Leave

(a) The Employer shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the Residence, or, where the Employer and the employee agree, such leave may be postponed to an agreed date.

(b) In such a case, where the Employer and employee agree to postpone the taking of leave, the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement and not at the rate of pay applicable at the time that the leave

is taken. For any such agreement to be valid, it must be in writing and be signed by both the Employer and the employee.

(c) For the purposes of this clause:

(i) Continuous service in the same Residence prior to the coming into force of this agreement shall be taken into account, and:

(ii) Continuous service shall be deemed not to have been broken by:

(1) Absence of an employee from the Residence while a member of the Defence Forces of the Commonwealth in time of war; or

(2) Any period of absence on leave without pay not exceeding six-month.

(iii) One month equals four and one-third weeks.

39.7 Subject to subclause 39.3, 39.4 and 39.5, where an employee has acquired a right to long service leave, then:

(a) If before such leave has been entered upon, the employment of such employee is terminated, the employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

(b) Where an employee dies and any long service leave:

(i) to which the employee was entitled has not been taken, or

(ii) accrued upon termination of the services of the employee by reason of the employee's death and has not been taken,

the Employer shall pay to the employee's estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.

40 Community Service Leave

Community service leave is provided for in the NES.

41 Parental Leave

41.1 Parental Leave Entitlement

(a) Employees are entitled to unpaid Parental Leave (birth related leave and adoption related leave) in accordance with the provisions contained in the NES (Eligible Employees)

(b) Primary Carer's Leave (arrangements) for Eligible Employees:

(i) Primary Carer Leave is the unpaid leave set out in the NES associated with:

(1) The birth of a child of the Employee or the Employee's spouse or de facto partner (Birth Related Leave); or

(2) The placement of a child with the Employee for adoption or by permanent care order (Adoption Leave).

(ii) Secondary Carer's Leave (arrangements) for Eligible Employees:

Secondary Carer Leave is the unpaid leave set out in the NES associated with an "employee couple", where each of the employees intends to take the unpaid parental leave, being Birth-Related or Adoption Leave, where one employee takes the primary carer leave and the other employee (being the secondary carer) takes up to 8 weeks of leave concurrently.

In addition, the Australian Government's Paid Parental Scheme (PPS) and Dad and Partner Pay (DaPP) is in operation and an Employee may

be eligible for payment under the provisions of the Paid Parental Leave Act 2010.

(c) Eligible Employees (excluding casual Employees) are entitled to the following paid parental leave from the date the Agreement comes into operation:

Type of Leave	Paid Leave	Unpaid Leave	Total combined paid and unpaid leave
Parental Leave – Primary Care Giver	6 weeks	46 weeks	52 weeks
Parental Leave – Non-primary Care Giver	2 weeks	6 weeks	8 weeks concurrent leave
Partner Leave – Primary Care Giver	6 weeks	46 weeks	52 weeks
Partner Leave – Non-primary Care Giver	2 weeks	6 weeks	8 weeks concurrent leave
Adoption Leave – Primary Care Giver	4 weeks	48 weeks	52 weeks
Partner Leave – Non-primary Care Giver	2 weeks	6 weeks	8 weeks concurrent leave

(d) The Employer will make superannuation contributions, at the minimum rate and in accordance with Superannuation Law, for the period of the paid parental leave set out at clause 41.1(c).

42 Family and Domestic Violence Leave

42.1 This clause applies to all Employees, including casuals.

42.2 For the purpose of this clause, family and domestic violence is defined at clause 2 and 'full rate of pay' has the meaning set out in the Act.

42.3 Entitlement to leave

(a) An Employee is entitled to **20 days' paid leave** to deal with family and domestic violence, as follows:

(i) for Full and Part-time Employees, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the period rather than taken the leave;

(ii) for a Casual Employee, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the hours in the period for which they had been rostered. For clarity, a Casual Employee:

(1) is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;

(2) may take a period of family and domestic violence leave in accordance with clause 42.3 that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.

(iii) the leave is available in full at the start of each 12 month period of the Employee's employment; and

(iv) the leave does not accumulate from year to year;

(b) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

(c) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.

42.4 Taking leave to deal with family and domestic violence

(a) An Employee may take leave to deal with family and domestic violence if:

(i) the Employee is experiencing family and domestic violence; and

(ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and

(iii) it is impractical for the Employee to do that thing outside their work hours.

(iv) The reasons for which an Employee may take leave include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.

42.5 Service and continuity

(a) The time an Employee is on leave to deal with family and domestic violence, which is:

(i) paid leave – does count as service for all purposes

(ii) unpaid leave - does not count as service but does not break the Employee's continuity of service

42.6 Notice and evidence requirements

(a) Notice

(i) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

(3) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

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

42.7 Evidence

(a) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 42.2.

(b) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

42.8 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 42.7 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 42.8 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

43 Infectious Diseases Leave

43.1 Subject to the requirements set out at subclause 43.3 a full-time or part time Employee prevented from work attendance with the Employer by reason of contracting *Covid 19, Influenza, or RSV* (**Infectious Disease**) is entitled to take up to 5 days paid infectious diseases leave per annum, payable at the Ordinary Rate.

43.2 Infectious diseases leave is a non-cumulative form of paid leave.

43.3 An Employee is entitled to take infectious diseases leave where **all** of the following requirements are met:

(a) **Outbreak declared.** There must be an outbreak of an Infectious Disease declared at the facility at which the Employee works. An outbreak is declared by the Employer in accordance with guidelines issued (and as amended from time to time), by the relevant public health unit of the relevant State/ Territory Government. The guidelines presently prescribe an outbreak in the following circumstances:

(i) Influenza Outbreak - where 2 or more cases are confirmed by pathology within a 72-hour period;

(ii) RSV Outbreak - where 2 or more cases are confirmed by pathology within a 72-hour period;

(iii) COVID 19 Outbreak – where 2 or more residents (on site during the infectious period) are confirmed COVID-19 positive within a 72-hour period.

(b) **Employee performed direct care with an infected resident.** The Employee has performed direct care with an infected resident during their rostered shift (the **Incident**) and contracted the Infectious Disease within 72 hours of the Incident; and

(c) **Notice and Evidence of Infectious Diseases Leave.** The Employee must submit a request for the leave to the Employer as soon as practicable, advising of the period or expected period of the leave to be taken. The Employee must provide to the Employer evidence the leave is taken for the reason specified at (a), in the form of a medical certificate.

44 Delegates Rights

44.1 This cause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

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

44.2 In this clause :

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible workers** means members and persons eligible to be members of the delegate's organisation who work in the enterprise.

(d) **workplace delegate** means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in the enterprise.

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

44.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

44.5 **Right of representation**

(a) A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

(i) consultation about major workplace change, subject to and in accordance with the provisions of clause 10 of this Agreement;

(ii) consultation about changes to rosters or hours of work, subject to and in accordance with the provisions of clause 10 of this Agreement;

(iii) resolution of disputes, subject to and in accordance with the provisions of clause 11 of this Agreement;

(iv) disciplinary processes, in accordance with the Employer's procedure;

(v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(vi) any process or procedure within the enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

44.6 **Entitlement to reasonable communication**

(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 44.5. This includes discussing membership of the delegate's organisation and representation with eligible workers.

(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

44.7 **Entitlement to reasonable access to the workplace and workplace facilities**

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause (g)(i) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

44.8 **Entitlement to reasonable access to training**

(a) The employer must provide a workplace delegate with access to up to **5 days** of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

(i) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.

(ii) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:

(1) full-time or part-time employees; or

(2) regular casual employees.

(b) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(c) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(d) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(e) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(f) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

44.9 **Exercise of entitlements**

(a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.

(b) When exercising any entitlements under clause 44, a workplace delegate must, other than in the reasonable exercise of those entitlements.

(i) comply with their duties and obligations as an employee; and

(ii) not hinder, obstruct or prevent the normal performance of work.

(c) This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

(d) This clause does not require an eligible workers to be represented by a workplace delegate without the employee's agreement.

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

unreasonably fail or refuse to deal with a workplace delegate; or

knowingly or recklessly make a false or misleading representation to a workplace delegate; or

unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause

45 Training and Education

45.1 The 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 a minimum of 12 hours of in-service training per annum to Nursing Assistants.

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 The Employer will provide to an employee, who is employed in a nurse classification, on the termination of their employment, a written statement of the hours of in-service training attended by the employee.

45.5 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every Employee must attend training required to meet statutory responsibilities including but not limited to, fire and emergency training, manual handling training, infection control, food handling provided by the Employer in each twelve-month period or as required (**Mandatory Training**). In addition, the Employer may require Employees to attend compulsory training – as determined from time to time (**Compulsory Training**).

45.6 Attendance at Mandatory Training and Compulsory Training (inclusive of any required in-service training referred at 45.1 and 45.2 above) will be paid at the Ordinary Rate, subject to the following:

(a) Where such training is undertaken during the course of the Employee's ordinary rostered shift (Ordinary Shift) – the Employee will be paid, in addition to the Ordinary Rate, any applicable shift or weekend penalty rate (or casual loading in the case of a casual Employee) that is payable on the Ordinary Shift;

(b) E-learning will be rostered and undertaken, where practicable, during the Employee's Ordinary Shift.

(c) For Mandatory Training and Compulsory Training authorised and completed outside of the Employee's ordinary rostered hours - the Employee will be paid a minimum period of 1 hour. In addition to the Ordinary Rate, the Employee will be paid any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance;

(d) In the case of a Nursing Assistant or Aged Care Employee, where Mandatory Training or Compulsory Training is undertaken outside of the Employee's rostered ordinary hours:

(i) the first 10 hours per year of such training will be paid in accordance with 45.6(c);

(ii) any remaining training beyond 10 hours per year will be paid at the applicable overtime penalty rate.

45.7 Every Employee must attend other Mandatory or Compulsory Training as directed by the Employer.

45.8 Attendance at any training course other than those referred to in Clause 45 above may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.

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

46 Education and Professional Development

46.1 All full time Employees shall be entitled to three (3) days paid study / examination / conference leave per annum for the purposes of attending courses, conferences and/or undertaking or preparing for examinations in a relevant course of study relevant to their work at the residence and is conducted by a recognised institution or training organisation. Part time Employees who work not less than four (4) shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis.

46.2 Leave entitlements pursuant to this clause shall not accumulate from year to year.

46.3 Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

47 Attendance at Meetings, Fire Drills and First Aid Training

47.1 Fire Drills

(a) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g. fire drill and evacuation procedures) will be entitled to receive payment at the Ordinary Rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

47.2 Work Health and Safety Committee and/or Board of Management Meetings

(a) Any employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the Ordinary Rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

47.3 First Aid Training

(a) Where an Employer directs an employee to attend First Aid training the Employer will bear the cost of the training. If such training is held outside the ordinary hours of work, the employee will be entitled to receive payment at the Ordinary Rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

48 Amenities

48.1 The minimum standards as set out in all relevant legislation shall be met in the provision of amenities to employees.

Such amenities may include:

(a) employee designated toilets and access to showers;

(b) lockers;

(c) facilities for boiling water, warming and refrigerating food and for washing and storing dining;

(d) utensils; and

(e) sanitary conveniences.

This clause does not create legal rights or obligations in addition to those imposed on the parties by the relevant legislation.

49 Work Health and Safety

49.1 The Employer and employee acknowledge their responsibilities under the *Work Health and Safety Act 2011* (NSW) and Work Health and Safety Regulations 2012 for Employees employed in NSW and *Work Health and Safety Act 2011* (ACT) for those employed in the Australian Capital Territory.

49.2 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 applicable Act.

50 Notice Board

The Employer shall make available a Notice Board in the work location accessible to Employees, for the purpose of local Employee union delegates posting information relating to the observance, application and operation of the Agreement and in relation to union events or meetings.

Appendix 1:

Table 1 – Wages

*FFPPOA – increases apply first full pay period on or after prescribed dates	

			Work Value & s.206 increases					
Former EA classification	**New classifications (translation)**	**1 Nov 2024 - 3%**	**Stage 3 1Jan 25 (AC) 1 Mar 25 (Nurse)**	**1 July 25**	**Stage 3 1 Oct 25 (Direct Care)**	**1 Nov 2025 - 3%**	**1 Nov 2026 -3%**	**1 Nov 2027- 3%**
NSW Personal Carer Gr1	AC (Direct Care) Level 2 - Unqualified Gr 1	30.6219	31.58	31.82	32.8553	33.8410	34.8562	35.9019
NSW Personal Carer Gr2	AC (Direct Care) Level 2 - Unqualified Gr 2	31.8064	31.81	31.82	32.8553	34.1410	35.1652	36.2201
NSW Personal Carer Gr3 PP1 (Cert 3)	AC (Direct Care) Level 3 - Qualified Gr 3 PP1 (Cert 3)	32.1772	33.04	33.27	34.5868	35.6244	36.6931	37.7939
NSW Personal Carer Gr4 (Cert 3)	AC (Direct Care) Level 4 - Senior (Cert 3)	33.269	33.93	34.15	35.9711	37.0502	38.1617	39.3066
NSW Personal Carer Gr4pp1	AC (Direct Care) Level 4 - Senior (Cert 3) PP1	33.569	34.23	34.23	35.9711	37.3502	38.4707	39.6249
NSW Personal Carer Gr4pp2	AC (Direct Care) Level 4 - Senior (Cert 3) PP2	33.869	34.53	34.53	36.2559	37.6536	38.7832	39.9467
NSW Personal Carer Gr4pp3	AC (Direct Care) Level 4 - Senior (Cert 3) PP3	34.169	34.83	34.83	36.5559	37.9526	39.0912	40.2639
New Specialist Level	AC (Direct Care) Level 5 - Specialist (Cert IV)	34.369	35.03	35.03	37.35	38.4705	39.6246	40.8134
NSW Personal Carer Gr5 (Dip)	AC (Direct Care) Level 6 - Team Leader	35.6895	36.87	37.14	38.7368	39.8989	41.0959	42.3287
NSW General Clerk/Typ/ Rec 0-3 Months	AC Level 2 - General (PP1)	25.6161	26.32	26.51	26.51	27.3053	28.1245	28.9682
NSW General Clerk/Typ/ Rec 3-12 Month	AC Level 2 - General (PP2)	26.9358	27.64	27.34	27.56	28.3868	29.2384	30.1156
NSW General Clerk/Typ/ Rec yr 2 thereafter	AC Level 3 - General (PP3)	26.6358	27.34	28.62	28.62	29.4786	30.3630	31.2738
NSW General Clerk/Typ/Rec Gr2 Yr1	AC Level 3 - General (PP1)	27.6555	28.42	28.62	28.62	29.7786	30.6720	31.5921
NSW General Clerk/Typ/Rec Gr2 Yr2	AC Level 3 - General (PP2)	27.9555	28.72	28.72	28.72	30.0816	30.9840	31.9136
NSW Senior/clerk/rec Gr3 Yr 1	AC Level 4 - General (PP1)	27.9851	28.76	28.96	28.96	30.3288	31.2387	32.1758

NSW Senior/clerk/rec Gr3 Yr 2	AC Level 4 - General (PP2)	28.2851	29.06	29.06	29.06	30.4318	31.3448	32.2851
NSW Secretary / PA Gr 4 Yr1	AC Level 5 - General (PP1)	28.9327	29.73	29.94	29.94	30.8382	31.7633	32.7162
NSW Secretary / PA Gr 4 Yr2	AC Level 5 - General (PP2)	29.2327	30.03	30.03	30.03	30.9309	31.8588	32.8146
NSW Clerical Supervisor Gr 5 Yr 1	AC Level 7 - General (PP1)	31.0339	31.89	32.12	32.12	33.0836	34.0761	35.0984
NSW Clerical Supervisor Gr 5 Yr 2	AC Level 7 - General (PP2)	31.3339	32.19	32.19	32.19	33.1557	34.1504	35.1749
NSW Clerical Supervisor Gr 5 pp 3c	AC Level 7 - General (PP3)	31.6339	32.49	32.49	32.49	33.4647	34.4686	35.5027
NSW Cleaner PP1	AC Level 3 General (PP1)	26.6358	27.34	28.62	28.62	29.4786	30.3630	31.2738
NSW Cleaner PP2	AC Level 3 General (PP2)	26.9358	27.7	28.62	28.62	29.7786	30.6720	31.5921
NSW AC Level 1 FSA	AC Level 3 - General (PP1)	26.6358	27.66	28.62	28.62	29.4786	30.3630	31.2738
NSW AC Level 2 FSA	AC Level 3 - General (PP2)	26.9358	28.64	28.64	28.64	29.4992	30.3842	31.2957
Cook (Trade)	AC Level 4 – General/ Senior Cook (Trade Qualified) (PP1)	32.1772	32.95	32.95	32.95	33.9385	34.9567	36.0054
Chef (Trade)	AC Level 5 – General/ Chef (Qualified) (PP1)	33.269	34.07	34.07	34.07	35.0921	36.1449	37.2292
Second Chef (Weekend Chef)	AC Level 6 – General/ Second Chef (Weekend Supervisor)	36.8821	37.73	37.73	37.73	38.8619	40.0278	41.2286
Head Chef Cert IV or Diploma	AC Level 7 – General/ Head Chef	43.5405	44.39	44.39	44.39	45.7217	47.0934	48.5062
NSW Assistant Gardener grade 1	AC Level 2 - General - Grade 1	26.6358	27.38	27.56	27.56	28.3868	29.2384	30.1156
NSW Gardener non trade	AC Level 2 - General - Non Trade	26.9358	27.68	27.68	27.68	28.5104	29.3657	30.2467
NSW Gardener Trade	AC Level 4 - General - Trade	27.9851	28.76	28.96	28.96	29.8288	30.7237	31.6454
NSW Gardener Advanced	AC Level 6 - General - Advanced	30.488	31.33	31.55	31.55	32.4965	33.4714	34.4755
NSW Gardener Superintendent	AC Level 7 - General - Superintendent	31.0339	31.89	32.12	32.12	33.0836	34.0761	35.0984
NSW Laundry Hand pp2a gr1	AC Level 3 - General (PP1)	26.6358	27.34	27.56	28.62	29.4786	30.3630	31.2738
NSW Laundry Hand pp1a gr2	AC Level 3 - General (PP2)	26.9358	28.64	28.64	28.64	29.4992	30.3842	31.2957
NSW Laundry Foreperson	AC Level 3 - General (PP3)	27.6555	28.42	28.64	28.64	29.7992	30.6932	31.6140
NSW Laundry Foreperson Cert	AC Level 3 - General - Team Leader	27.9555	28.72	28.96	28.96	29.8288	30.7237	31.6454

NSW Maintenance handyperson	AC Level 2 - General	26.6358	27.38	27.56	27.56	28.3868	29.2384	30.1156
NSW Maintenance handyperson qualified	AC Level 4 - General - Qualified	27.9851	28.76	28.96	28.96	29.8288	30.7237	31.6454
NSW Maintenance supervisor non trade	AC L5 - General - Supervisor Non Trade	28.9327	29.73	29.94	29.94	30.8382	31.7633	32.7162
NSW Maintenance super non trade in charge	AC L5 - General - Supervisor Non Trade In Charge	29.1827	29.98	29.98	29.98	30.8794	31.8058	32.7600
NSW Maintenance Tradesperson advanced	AC Level 6 - General - Trade Advanced PP1	30.488	31.33	31.55	31.55	32.4965	33.4714	34.4755
NSW Maintenance tradesperson advanced	AC Level 6 - General - Trade Advanced PP2	30.738	31.58	31.58	31.58	32.5274	33.5032	34.5083
NSW Maintenance Tradesperson advanced	AC Level 7 - General - Trade Advanced PP3	30.988	31.84	32.12	32.12	33.0836	34.0761	35.0984
NSW LIFESTYLE ACTIVITIES OFFICER	AC (Direct Care) Level 3 - Qualified	32.1772	33.04	33.27	34.5868	35.6244	36.6931	37.7939
NSW LIFESTYLE DEVELOPEMENT ASSIST	AC Level 2 - Direct Care	31.8064	31.81	31.82	32.8553	33.8410	34.8562	35.9019
NSW LIFESTYLE DEVELOPEMENT ASSIST CERT 3	AC (Direct Care) Level 3 - Qualified	32.4772	33.34	33.34	34.5918	35.6296	36.6984	37.7994
NSW LIFESTYLE DEVELOPEMENT ASSIST CERT 4	AC (Direct Care) Level 5 - Specialist Coordinator PP1	32.6772	33.54	33.54	37.35	38.4705	39.6246	40.8134
NSW LIFESTYLE DEVELOPEMENT CO-ORD	AC (Direct Care) Level 6 - Team Leader (PP1)	35.6895	36.87	37.14	38.7368	39.8989	41.0959	42.3287
NSW LIFESTYLE DEVELOPEMENT PP1	AC (Direct Care) Level 6 - Team Leader (PP2)	38.7771928	39.95	39.95	41.4673	42.7113	43.9927	45.3124
NSW LIFESTYLE DEVELOPEMENT PP2	AC (Direct Care) Level 6 - Team Leader (PP3)	40.0335353	41.21	41.21	42.7273	44.0091	45.3294	46.6893
NSW LIFESTYLE DEVELOPEMENT PP3	AC (Direct Care) Level 6 - Team Leader (PP4)	41.4060103	42.58	42.58	44.0973	45.4202	46.7828	48.1863
NSW LIFESTYLE DEVELOPEMENT PP4	AC (Direct Care) Level 6 - Team Leader (PP5)	42.8946178	44.07	44.07	45.5873	46.9549	48.3636	49.8145
NSW Physio Aide PP2A G4	NSW Physio Aide PP2A G4	26.6358	26.64	26.64	26.64	27.4392	28.2624	29.1102
Nurses Rates								
EA Classifications		**1 Nov 2024 - 3%**	**Stage 3 1Jan 25 (AC)**	**1 July 25**	**Stage 3 1 Oct 25 (Direct Care)**	**1 Nov 2025 - 3%**	**1 Nov 2026 -3%**	**1 Nov 2027- 3%**

			1 Mar 25 (Nurse)					
NSW Enrolled Nurse Specialist	EN - supervising other direct care employees	37.1992	38.7639	38.7639	40.3191	41.5287	42.7746	44.0578
NSW Registered Nurse Lvl1 PP1		41.3676	42.9824	42.9824	44.329	45.6589	47.0287	48.4396
NSW Registered Nurse Lvl1 PP2		43.1899	44.8047	44.8047	46.2936	47.6824	49.1129	50.5863
NSW Registered Nurse Lvl1 PP3		45.0629	46.6777	46.6777	48.1666	49.6116	51.0999	52.6329
NSW Registered Nurse Lvl1 PP4		47.1889	48.8037	48.8037	50.2926	51.8014	53.3554	54.9561
NSW Registered Nurse Lvl1 PP5		49.8738	51.4886	51.4886	52.9395	54.5277	56.1635	57.8484
NSW Registered Nurse Lvl1 PP6		50.4007	52.0155	52.0155	53.4664	55.0704	56.7225	58.4242
NSW Registered Nurse Lvl1 PP7		50.7629	52.3777	52.3777	53.8286	55.4435	57.1068	58.82
NSW Registered Nurse Level 2		51.2512	53.3565	53.3565	54.8548	56.5004	58.1954	59.9413
NSW Registered Nurse Lvl3 pp1		54.565	57.0211	57.0211	58.3487	60.0992	61.9022	63.7593
NSW Registered Nurse Lvl3 pp2		56.0022	57.6618	57.6618	58.9894	60.7591	62.5819	64.4594
NSW Registered Nurse Lvl3 pp3		57.2873	58.1882	58.1882	59.5158	61.3013	63.1403	65.0345
NSW Registered Nurse Lvl3 pp4		58.7168	58.8211	58.8211	60.1487	61.9532	63.8118	65.7262
NSW Registered Nurse Lvl3 pp5		59.9943	60.0986	60.0986	61.4262	63.269	65.1671	67.1221
NSW Registered Nurse Lvl3 pp6		61.2506	61.3549	61.3549	62.6825	64.563	66.4999	68.4949
NSW Registered Nurse Lvl3 pp7		62.3697	62.474	62.474	63.8016	65.7156	67.6871	69.7177
NSW Registered Nurse Lvl3 pp8		64.2067	64.311	64.311	65.6386	67.6078	69.636	71.7251
NSW Registered Nurse Lvl4 pp1		56.6508	59.8076	59.8076	60.6137	62.4321	64.3051	66.2343
NSW Registered Nurse Lvl4 pp2		58.0636	60.5981	60.5981	61.4042	63.2463	65.1437	67.098
NSW Registered Nurse Lvl4 pp3		59.7165	62.251	62.251	63.0571	64.9488	66.8973	68.9042
NSW Registered Nurse Lvl4 pp4		60.899	63.4335	63.4335	64.2396	66.1668	68.1518	70.1964
NSW Registered Nurse Lvl4 pp5		61.2579	63.7924	63.7924	64.5985	66.5365	68.5326	70.5886
NSW Registered Nurse Lvl4 pp6		62.0181	64.5526	64.5526	65.3587	67.3195	69.3391	71.4193

NSW Registered Nurse Lvl4 pp7		62.5142	65.0487	65.0487	65.8548	67.8304	69.8653	71.9613
NSW Registered Nurse Lvl4 pp8		63.6333	66.1678	66.1678	66.9739	68.9831	71.0526	73.1842
NSW Registered Nurse Lvl4 pp9		65.4703	68.0048	68.0048	68.8109	70.8752	73.0015	75.1915
NSW Registered Nurse Lvl4 pp10		67.5924	70.1269	70.1269	70.933	73.061	75.2528	77.5104
NSW Registered Nurse Lvl4 pp11		69.6828	72.2173	72.2173	73.0234	75.2141	77.4705	79.7946
NSW Registered Nurse Lvl4 pp12		71.9526	74.4871	74.4871	75.2932	77.552	79.8786	82.275
NSW Registered Nurse Lvl4 pp13		74.3914	76.9259	76.9259	77.732	80.064	82.4659	84.9399
NSW Registered Nurse Lvl5 pp1		62.961	70.7846	70.7846	71.9321	74.0901	76.3128	78.6022
NSW Registered Nurse Lvl5 pp2		66.5537	74.3773	74.3773	75.5248	77.7905	80.1242	82.5279
NSW Registered Nurse Lvl5 pp3		67.9346	75.7582	75.7582	76.9057	79.2129	81.5893	84.037
NSW Registered Nurse Lvl5 pp4		69.3043	77.1279	77.1279	78.2754	80.6237	83.0424	85.5337
NSW Registered Nurse Lvl5 pp5		71.2465	79.0701	79.0701	80.2176	82.6241	85.1028	87.6559
NSW Registered Nurse Lvl5 pp6		73.5593	81.3829	81.3829	82.5304	85.0063	87.5565	90.1832
NSW Registered Nurse Lvl5 pp7		75.8721	83.6957	83.6957	84.8432	87.3885	90.0102	92.7105
NSW Registered Nurse Lvl5 pp8		78.1115	85.9351	85.9351	87.0826	89.6951	92.386	95.1576
NSW Registered Nurse Lvl5 pp9		84.7627	92.5863	92.5863	93.7338	96.5458	99.4422	102.4255
NSW Registered Nurse Lvl5 pp10		89.0597	96.8833	96.8833	98.0308	100.9717	104.0009	107.1209
NSW Registered Nurse Lvl5 pp11		93.9689	101.7925	101.7925	102.94	106.0282	109.209	112.4853

Table 2 – Allowances

*FFPPOA

Allowances	1 Nov 2024 - 3%		1 Nov 2025 3%		1 Nov 2026 3%		1 Nov 2027 3%	
	Per occasion	Hour	Per occasion	Hour	Per occasion	Hour	Per occasion	Hour
Kilometre allowance (travel)				0.99		1.02		1.05
Meal Allowances at Overtime								
Meal Allowance (when no meal is provided) OT >1 hour	$15.75		$16.62		$17.12		$17.63	
Meal Allowance (when no meal is provided) OT >4 hour	$14.20		$14.98		$15.43		$15.89	
In-Charge Allowance (Nursing Classifications only)								
RN – in charge of facility of less than 100 beds on day, evening or night	$28.38		$29.23		$30.10		$31.01	
RN – in charge of facility of more than 100 beds on day, evening/night	$45.73		$47.10		$48.52		$49.97	
RN in charge of a shift in a section of a facility - (no pay item)	$28.37		$29.22		$30.09		$31.00	
On Call during meal break	$13.68		$14.09		$14.51		$14.95	
Medication Allowance		$1.00		$1.03		$1.06		$1.09
	Wk	**Hour**	**Wk**	**Hour**	**Wk**	**Hour**	**Wk**	**Hour**
Leading Hand Allowance (Aged Care Classifications only)	**1 Nov 2024 - 3%**		**1 Nov 2025 3%**		**1 Nov 2026 3%**		**1 Nov 2027 3%**	
- in charge of 2 - 5 employees	$28.53	0.76	$29.39	0.79	$30.27	0.81	$31.18	0.83
- in charge of 6 - 10 employees	$41.49	1.09	$42.73	1.12	$44.02	1.16	$45.34	1.19
- in charge of 11 - 15 employees	$52.45	1.38	$54.02	1.42	$55.64	1.46	$57.31	1.51
- in charge of 16-19 employees	$64.19	1.69	$66.12	1.74	$68.10	1.79	$70.14	1.85
Nauseous work allowance								
- per hour or part thereof		0.55		0.56		0.58		0.60
- minimum per week	$2.94		$3.02		$3.11		$3.21	

Tool Allowance [Aged Care Classifications]	$0.40		$0.41		$0.43		$0.44	
On Call Allowance Home (Nursing classifications only)								
Mon - Fri	$25.29		$26.05		$26.83		$27.63	
Sat	$37.91		$39.05		$40.22		$41.43	
Sun/PH	$50.61		$52.13		$53.70		$55.31	
Continuing Education Allowance (Nursing classifications only)								
RN - post grad certificate in clinical field	$23.81	0.63	$24.53	0.65	$25.26	0.67	$26.02	0.69
RN - post grad diploma or degree in clinical field	$39.72	1.04	$40.91	1.07	$42.14	1.10	$43.40	1.14
RN - relevant master's degree or doctorate in clinical field	$47.64	1.26	$49.07	1.29	$50.54	1.33	$52.05	1.37
EN - certificate IV qual in a clinical field	$15.85	0.42	$16.33	0.43	$16.82	0.45	$17.32	0.46
Aged Care Clothing Allowances	**Max Wk**	**Shift**	**Max Wk**	**Shift**	**Max Wk**	**Shift**	**Max Wk**	**Shift**
Clothing Allowance inc. Laundry	$10.94	2.18	$11.27	2.25	$11.60	2.32	$11.95	2.39
Laundry Allowance	$2.17	0.45	$2.24	0.47	$2.31	0.48	$2.37	0.50
Uniform Allowance	$8.83	1.75	$9.09	1.80	$9.36	1.86	$9.65	1.91
Leave Uniform - **use hourly rate.**		0.24		0.24		0.25		0.26
Nurses Clothing Allowances	**Wk**	**Hour**	**Wk**	**Hour**	**Wk**	**Hour**	**Wk**	**Hour**
Uniform Clothing (Nurses – with stockings) incl. Laundry	$22.61	0.60	$23.29	0.62	$23.99	0.63	$24.70	0.65
Uniform Clothing (Nurses – with socks) incl. Laundry	$19.44	0.50	$20.02	0.52	$20.62	0.54	$21.24	0.55
Leave Uniform - with stockings -use hourly	$16.24	0.43	$16.73	0.45	$17.23	0.46	$17.75	0.47
Leave Uniform - with socks - use hourly	$13.07	0.35	$13.46	0.36	$13.87	0.37	$14.28	0.38
Laundry Allowance ONLY	$6.37		$6.56		$6.75		$6.96	

Appendix 2: The Senses Framework

Arcare believe that five star care and support is shaped by the quality of the relationships and interactions between elders/clients, staff/volunteers, and families.

That's why we are committed to supporting and valuing the wellbeing and contribution of all those involved in the caring relationship.

The six 'Senses'* below outline what elders/clients, staff/volunteers, and families should experience in order for relationships to flourish, and five star care and support to be achieved. The senses guide our behaviour and approach – and will be used to evaluate outcomes and personal performance.

* Adapted from Ryan, T., Nolan, M., Reid, D., & Enderby, P. (2008). Using the senses framework to achieve relationship-centered dementia care services. *Dementia, 7*(1) and Nolan, M. R., Brown, J., Davies, S., Nolan, J., & Keady, J. (2006). *The Senses Framework: Improving care for older people through a relationship-centered approach.* Getting Research into Practice (GRiP) Report No 2. Project Report. University of Sheffield

	1. A Sense of Security	**2. A Sense of Continuity**	**3. A Sense of Belonging**
For Elders/Clients	Competent staff who know you well provide skilled and timely attention to your needs. Your rights are protected and you are able to make choices about the things that you do to the greatest extent possible. You feel secure that your innate worth as a human being is recognised.	You are surrounded by consistent staff. Your personal biography, values, strengths and stories are known to staff and are incorporated into the way care and support are offered, and in staff's day-to-day interactions with you. You are supported to maintain the important roles and relationships in your life.	You are supported to maintain and form new relationships and to participate within the Arcare and wider community. You are provided with opportunities to give love and care to others. There is respect for your personal space and the meaningful items within it.
For Family	You feel secure in the knowledge that competent care and support is being provided by staff who have formed a relationship with	You are offered a range of opportunities to maintain meaningful social and leisure time with your family member.	You are supported to maintain and strengthen the relationship with your family member. You are offered opportunities to build new

	you and your family member. Your own experience of caring and loss are recognised and you are made aware of support and education opportunities. You are comfortable raising comments and suggestions relating to any aspect of Arcare's services and care.	You are able to develop trusting relationships with the same staff. You feel confident that care and support are in accordance with your family member's personality and life choices.	friendships and to contribute to the life of the Arcare community. You will benefit from the mutually supportive interactions with the Arcare staff. You will feel like you are not in this alone.
For Staff/ Volunteers	You enjoy constructive relationships with colleagues and feel free from the threat of censure or intimidation. Your wellbeing is supported and you feel safe to be creative and flexible in your work. Management are open and approachable and are there to support you. You work in a challenging but supportive culture and feel that you have the skills and mentoring you need to carry out your work.	Your primary role at work is to build relationships with elders and families, and to view every interaction with an elder as an opportunity to bring respect, life and joy to the relationship. You work with a consistent team of colleagues and elders/clients/residents. These values are clear to you, and are consistently supported by Arcare's systems, management, mentors and procedures.	You feel like you are a valued member of the Arcare team. You are encouraged and supported to participate and to form emotional connections with elders/clients and families.

	4. A Sense of Purpose	5. A Sense of Fulfilment	6. A Sense of Significance
For Elders/Clients	You are free to choose from a range of personally meaningful things to be involved in, and are supported to pursue your own dreams and goals. If you become anxious or upset, your behaviour is viewed as purposeful and meaningful, and it provides messages for staff to interpret so they can meet your needs, help you to feel calm, or resolve problems and dilemmas that may be a worry to you.	Through your own unique strengths and abilities you continue to grow through times of loss and change. You feel that your opinions, skills, talents and contributions are recognised and valued by others. You feel encouraged to make choices, and staff are flexible so that your abilities can be maximised. You feel like you are working towards meeting cherished goals, and that you are developing relationships with others.	You feel that you 'matter', and you are an important part of the lives of your family, friends, the staff at Arcare, and the wider community. You feel that you are a citizen with respected rights, and that you are valued as a unique, whole human being.
For Family	You are an authentic partner in the support of your family member through active involvement in the development and evaluation of care, social and support plans. You feel supported to continue to contribute to the wellbeing of your family member.	You feel that your relationship with your family member is continuing to grow. You feel satisfied you are able to maintain the dignity and wellbeing of your family member - that you have done the best you can. You feel like you are learning new skills and developing	The importance of your continuing relationship with your family member is recognised and supported. Your unique understanding of your family member forms a vital part of their ongoing care and support.

		relationships with others.	
For Staff/ Volunteers	You actively contribute to the wellbeing of elders/clients through involvement in day-to-day decision making, and participation in the planning and evaluation of care and support. You are encouraged to bring your skills and passions to work with you. You clearly understand Arcare's values and how they apply to you and your role.	You feel that you make a valuable contribution to the wellbeing of elders/clients and families. You feel satisfied that your skills and talents are used to their full, and that others recognise your contribution. You know that you have brought Arcare's values to life in your work, and that you are achieving personal goals.	Your knowledge and experience are valued and you know you are an important part of Arcare's future. You feel that working in aged care is valued and that your efforts really matter.

To bring the six 'Senses' to life for elders/clients we have introduced **ROLES**. All members of the Arcare community are called upon to live the **ROLES** during each and every single interaction with an elder/client.	Your **ROLES** are: **R** espect - imagine *your* person **O** ptions - the chance to make choices **L** east I can do - most they can do **E** stablish identity - use their *real* name **S** tories - listen, share, remind
It is really important to us that you experience the senses at every moment along your journey with Arcare. If at any moment you do not, please talk to us.	**For Family/Visitors:** Talk directly to staff, Residence, Regional or State Manager as required; complete a green Comment and Complaint form. **For Staff/Volunteers:** Talk to Line, Residence, Regional or State Manager as

For Elders/Clients: Talk directly to staff, Residence, Regional or State Manager as required; complete a green Comment and Complaint form.	required; fill in a Quality Improvement Request form; email the Arcare Whistle-blower at whisteblower@arcare.com.au

Schedule A – Nursing Classification Definitions

Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point. For the purpose of yearly progression based on service and experience a full time employee must complete 1976 hours, or in the case of a part-time or casual employee 1824 hours, of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule A - Classification Definitions and knowledge gained through experience in the practice settings over such a period.

Enrolled nurse supervising other direct care employees
An enrolled nurse supervising other direct care employees is an employee who: (a) has satisfactorily completed: •a hospital based course of training in nursing leading to enrolment as an EN; or •500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or •a course of training in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and (b) may be required to supervise other direct care employees.

Registered Nurse
A Registered Nurse is a nurse who holds current registration as a registered nurse with the Board.

Registered Nurse Level 1 (RN1)

An employee appointed 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.

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

•Delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;

•Coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;

•Providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;

•Providing support, direction and education to newer or less experienced staff, including EN"s, and student nurses;

•Accepting accountability for the employee's own standards of nursing care and service delivery; and

•Participating in action research and policy development within the practice setting.

A.6.2 Registered nurse Level 2 (RN2)

An employee appointed at this level may be an RN, CNS or CNE:

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 the employee is required to perform the duties detailed in this subclause on a continuing basis.

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a nurse in a higher classification.

Duties of a Level 2 nurse will substantially include, but are not confined to:

- Delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- Providing support, direction, orientation and education to RN1"s, EN"s and student nurses;

- Being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by a nurse in a higher classification;
- Acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- Assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Clinical Nurse Specialist (Employer Appointed Position)

In residential aged care facilities where there are 250 or more beds:

A Registered Nurse with specific post registration qualifications and twelve months experience working in the clinical area of the employee's specified post registration qualification; or a Registered Nurse with four years" post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.

In residential aged care facilities where there are less than 250 beds:

A Registered Nurse with specific post registration qualifications and twelve months experience working in the clinical areas of their post registration qualification.

Clinical Nurse Educator (Employer Appointed Position)

Means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes for the Employer.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education and may also be responsible for the orientation of new employees.

Nothing in this classification definition shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

Registered Nurse Level 3 (RN3)
An employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator. An employee appointed at this level: 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 RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups: *Duties of a Clinical Nurse Consultant will substantially include, but are not confined to:* •Providing leadership and role modelling, in collaboration with others including the Nurse Manager and the Nurse Educator, particularly in the areas of action research and quality assurance programs; •Staff and patient/client 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 a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting; •Coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and •Coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services. *Duties of a Nurse Manager will substantially include, but are not confined to:* •Providing leadership and role modelling, in collaboration with others Including the Clinical Nurse Consultant and the Nurse Educator, particularly in the areas of action research and quality assurance programs; •Staff selection and education; allocation and rostering of staff; •Occupational health; •Initiation and evaluation of research related to staff and resource management; •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); •Being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and •Managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

Duties of a Nurse Educator will substantially include, but are not confined to:

• Providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Manager, particularly in the areas of action research;

Implementation and evaluation of staff education and development program

Staff selection;

Implementation and evaluation of patient or client education programs;

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); and

Being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered Nurse Level 4 (RN4)

An employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant Director of Nursing (management), or Assistant Director of Nursing (education).

An employee appointed at this level:

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 the employee is required to perform the duties detailed in this subclause on a continuing basis.

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. The number of beds in a facility will be a relevant consideration.

In addition to the duties of an RN3, an employee at this level will perform the following duties:

Duties of an Assistant Director of Nursing (clinical) will substantially include, but are not confined to:

• Providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (management) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;

• Provision of appropriate education programs, coordination and promotion of clinical research projects;

• Participating as a member of the nursing executive team;

• Contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;

• Managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Consultants;

• Being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;

• Being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;

Being accountable for clinical operational planning and decision making for a specified span of control; and

• Being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Duties of an Assistant Director of Nursing (management) will substantially include, but are not confined to:

• Providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;

• Coordination and promotion of nursing management research projects;

• Participating as a member of the nursing executive team;

• Contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;

• Managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse Managers;

• Being accountable for the effective and efficient management of human and material resources within a specified span of control;

• Being accountable for the development and coordination of nursing management systems within a specified span of control; and

• Being accountable for the structural elements of quality assurance for a specified span of control.

Duties of an Assistant Director of Nursing (education) will substantially include, but are not confined to:

• Providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (clinical) and the Assistant Director of Nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;

• Coordination and promotion of nurse education research projects;

• Participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;

• Managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;

• Being accountable for the standards and effective coordination of education programs for a specified population;

• Being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;

• Being accountable for the management of educational resources including their financial management and budgeting control; and

• Undertaking career counselling for nursing staff.

Registered Nurse Level 5 (RN5)

An employee at this level may also be known as a Director of Nursing.

An employee appointed at this level:

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 the employee is required to perform the duties detailed in this subclause on a continuing basis.

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. The number of beds in a facility will be a relevant consideration.

In addition to the duties of an RN4, an employee at this level will perform the following duties:

• Being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;

• Participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;

• Providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;

• Providing leadership and role modelling, in collaboration with others, particularly in the areas

of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;

• Managing the budget of the nursing division of the health unit;

• Ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and

• Complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Nurse Practitioner (Employer Appointed Position)

"Nurse Practitioner" means a Registered Nurse appointed as such to a position approved by the employer and who is authorised by the Board under Section 95 of *Health Practitioner Regulation National Law* (NSW) No 86A.

A Nurse Practitioner will have at least three years full time equivalent experience in an advanced practice role and meets the national competency standards for Nurse

Practitioners. A Nurse Practitioner functions autonomously and operates at a level of nursing that uses extended and expanded skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care.

Role of a Nurse Practitioner

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

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

Scope of Practice

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

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

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

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

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

Schedule B – Aged Care Classifications

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point. For the purpose of yearly progression based on service and experience a full time employee must complete 1976 hours, or in the case of a part-time or casual employee 1824 hours, of experience.

AGED CARE EMPLOYEE - GENERAL

Aged care employee—general—level 1

Entry level:

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

• 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.

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk Laundry hand Cleaner Assistant gardener	Food services assistant

Aged care employee—general—level 2

An employee at this level:

• is capable of prioritising work within established routines, methods and procedures;

• is responsible for work performed with a limited level of accountability or discretion;

• works under limited supervision, either individually or in a team;

• possesses sound communication skills; and

• requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services
General clerk/Typist (between 3 months' and less than 1 year's service) Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)

Aged care employee—general—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.

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate Laundry hand Cleaner	Cook Food services assistant

Aged care employee—general—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.

Indicative tasks performed at this level are:

General and administrative services	Food services
Senior clerk Senior receptionist Maintenance/Handyperson (qualified)	Senior cook (trade)

Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	

Aged care employee—general—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 and/or a working knowledge of health insurance schemes (admin/clerical);

• may require basic computer knowledge or be required to use a computer on a regular basis;

• possesses administrative skills and problem solving abilities;

• possesses well developed communication, interpersonal and/or arithmetic skills; and

• requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services
Secretary interpreter (unqualified)	Chef

Aged care employee—general—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.

Indicative tasks performed at this level are:

General and administrative services	Food services

Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef

Aged care employee—general—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.

Indicative tasks performed at this level are:

General and administrative services	Food services
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor

AGED CARE EMPLOYEE – DIRECT CARE

Aged care employee—direct care—level 1—Introductory

An employee whose primary role is to provide direct care to residents and who has less than 3 months' aged carer experience.

Aged care employee—direct care—level 2—Direct Carer

An employee whose primary role is to provide direct care to residents and who has 3 months' or more aged carer experience.

Aged care employee—direct care—level 3—Qualified

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification.

Aged care employee—direct care—level 4—Senior

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification and has obtained 4 years' experience classified at level 3 after 1 January 2025.

Aged care employee—direct care—level 5—Specialist

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer.

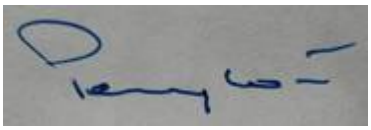
Aged care employee—direct care—level 6—Team Leader

A direct care employee who has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer and is required to supervise and train other direct care employees.

SIGNING CLAUSE

DECLARATION AND SIGNATURES

I am authorised to sign this Agreement on behalf of Arcare Pty Ltd



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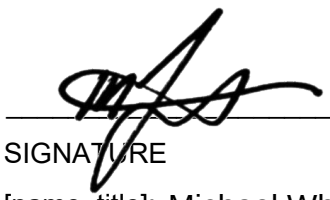
Penny Lovett, Chief People Officer

Address: 346 South Road, Hampton East, VIC 3188

Date: 23 December 2025

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the New South Wales Nurses and Midwives' Association/ Australian Nursing and Midwifery Federation NSW Branch



SIGNATURE

[name, title]: Michael Whaites, Branch Secretary ANMF NSW Branch / Gen Sec NSWNMA

Address: 50 O'Dea Avenue Waterloo, NSW

Date: 5 January 2026

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of HSU New South Wales Branch

_____

SIGNATURE

[name, title]:

Address:

Date: