DECISION

Fair Work Act 2009
s.210 - Application for approval of a variation of an enterprise agreement

DPG Services Pty Ltd Trading AS Opal HealthCare
(AG2026/311)

OPAL HEALTHCARE (NSW) ENTERPRISE AGREEMENT 2023

Aged care industry

COMMISSIONER WALKADEN SYDNEY, 30 MARCH 2026

Application for variation of the Opal HealthCare (NSW) Enterprise Agreement 2023

[1] This decision concerns an application for variation of the Opal HealthCare (NSW) Enterprise Agreement 2023 **(the Agreement)**. The application has been made under section 210 of the *Fair Work Act 2009* (**the FW Act**) by DPG Services Pty Ltd trading as Opal HealthCare (**the Applicant**).

[2] The Agreement is a single enterprise agreement. The Fair Work Commission must approve the Agreement if the requirements in sections 210 and 211 of the FW Act are met.

[3] The terms of the Agreement that have been varied are annexed to this Decision.

[4] Based on the material provided, each of the requirements of the FW Act that are relevant to the variation of the Agreement are satisfied. I note that the Agreement continues to cover the Australian Nursing and Midwifery Federation and the Health Services Union.

[5] The application is approved and the Agreement is to be varied. The variation takes effect from 30 March 2026. The consolidated version of the Agreement, as varied, is attached to this decision.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE526721 PR798176>

Annexure 1

Variation of the *Opal HealthCare (New South Wales) Enterprise Agreement 2023*

Fair Work Act 2009 (Cth), s.210

In accordance with section 207(1)(a) of the *Fair Work Act 2009* (Cth), the employer and employees covered by the *Opal HealthCare (New South Wales) Enterprise Agreement 2023* (**Agreement**), propose the variations set out below to the Agreement.

1. **Inserting the following as clause 15.4 (*new classification review and reclassification process for Certificate IV qualified Personal Care Worker / Nursing Assistant Qualified employees who regularly perform medication shifts*):**

   15.4 Personal Care Worker / Nursing Assistant Qualified (Certificate IV) Employee – classification review

   (a) A Nursing Assistant Qualified Employee or Personal Care Worker Employee with a Certificate IV qualification who is not employed in the Nursing Assistant Specialist classification and who performs medication shifts for which the Employer requires the Employee to hold a Certificate IV qualification as a minimum, will be entitled to be reclassified to the Nursing Assistant Specialist classification, subject to the following:

   (i) the Employee has been employed by the Employer for the full duration of Assessment Period A or Assessment Period B;

   (ii) the Employee has regularly performed medication shifts that require a Certificate IV qualification as a minimum, during Assessment Period A or Assessment Period B;

   (iii) "regularly" will be defined to mean where at least 60% of the shifts worked by the Employee over Assessment Period A or Assessment Period B are medication shifts that require a Certificate IV qualification as a minimum;

   (iv) "Assessment Period A" means 1 January to 30 June inclusive, and "Assessment Period B" means 1 July to 31 December inclusive, but does not include any period prior to 2026; and

   (v) where the Employee satisfies subclauses (i) to (iii) above, the Employee will be reclassified to the Nursing Assistant Specialist classification from the first full pay period after the conclusion of the relevant Assessment Period in respect to which the criteria was satisfied.

2. **Inserting the following in lieu of clause 18.7 (*cessation of application of medication allowance*):**

   18.7. Medication Allowance [Nursing Assistant and Personal Care Worker classifications Only] – ceases to apply

(a) The medication allowance no longer applies and will be replaced by payment of the Nursing Assistant Specialist rate as a result of Employee reclassification (where applicable) or the application of Higher Grade Duties in accordance with clause 33.

(b) The parties to the Agreement understand and agree that for the purposes of calculating any required back payment and retrospective reclassifications:

(i) to a Nursing Assistant Qualified Employee or Personal Care Worker Employee (other than an Employee to whom subclause (ii) applies) employed as at the date of effect of the variation to the Agreement who was entitled to be reclassified to the Nursing Assistant Specialist classification and paid the corresponding ordinary rate of pay from 13 January 2025, because such Employee regularly performed medication shifts for which the Employer required the Employee to hold a Certificate IV qualification, or equivalent qualification above Certificate III as determined by the Employer, as a minimum; or

(ii) to a Nursing Assistant Qualified Employee or Personal Care Worker Employee employed as at the date of effect of the variation to the Agreement who was entitled to be reclassified to the Nursing Assistant Specialist classification and paid the corresponding ordinary rate of pay from the later of 1 June 2025 or the date on which the Employee obtained the Certificate IV qualification required by the Employer, because such Employee:

*(1) was a "transferring employee" from Cranbrook Care that commenced employment with the Employer on 3 March 2025, or an Employee who was employed by the Employer after 3 March 2025 at a former Cranbrook Care site (**Former CC Site Employee**);*

(2) holds and held a Certificate IV qualification as at 1 December 2025; and

(3) regularly performed medication shifts for the Employer; or

(iii) to a Nursing Assistant Qualified Employee or Personal Care Worker Employee employed as at the date of effect of the variation to the Agreement who, on or after 13 January 2025, held a Certificate IV qualification, was not entitled to be reclassified in accordance with subclause (i) or (ii) above but was entitled to be paid the Nursing Assistant Specialist ordinary rate of pay for a medication shift worked in accordance with clause 33 (Higher duties),

the total sum of the medication allowance that was paid to the Employee during the period to which subclause (i), (ii) or (iii) above applies, will be set off against, and deducted from, the identified back payment sum.

(c) For the purpose of subclause (b)(i), a Nursing Assistant Qualified Employee or Personal Care Worker Employee will have "regularly" performed medication shifts if at least 60% of the shifts worked by the Employee in the period between 13 January 2025 and 29 June 2025 inclusive, were medication shifts that require a Certificate IV qualification as a minimum.

(d) For the purpose of subclause (b)(ii), a Former CC Site Employee will have "regularly" performed medication shifts if at least 60% of the shifts worked by the Employee in the period between 1 June 2025 and 1 December 2025 inclusive, were medication shifts.

3. Inserting the following in lieu of clause A 1.2 of Schedule A (*revised Nursing Assistant Qualified classification definition*)

A1.2 Nursing Assistant Qualified

Refers to a Nursing Assistant who is providing nursing care and holds a minimum Certificate III, and is not a Nursing Assistant Specialist.

4. Inserting the following as clause A 1.3 of Schedule A (*new Nursing Assistant Specialist classification definition*)

A1.3 Nursing Assistant Specialist

Refers to a Nursing Assistant or Personal Care Worker who is employed by the Employer as at or after the date of effect of the variation to the Agreement, who regularly (as defined in clauses 15.4(a)(iii) or 18.7(c) as applicable) performs medication shifts for which the Employer requires the Employee to hold a Certificate IV qualification (or equivalent qualification above Certificate III as determined by the Employer) as a minimum requirement by the Employer for the performance of the shifts.

A Nursing Assistant Qualified Employee or Personal Care Worker who holds a relevant medication competency certification, or who has completed the "HLTHPS007- Administer and Monitor Medications" unit of competency, and is endorsed by the Employer to assist with the delivery of medication, but is not classified as a Nursing Assistant Specialist, will be paid at the Nursing Assistant Specialist rate when performing a medication shift in accordance with clause 33 (Higher Duties) of the Agreement.

5. **Inserting the following wages table in lieu of the table in Schedule C (*updated wages schedule including new 'Nursing Assistant Specialist' rate and increases reflective of the Nurses Work Value Case and Stage 3 Aged Care Work Value adjustments made from FFPPOOA 1 January 2025, FFPPOOA 1 July 2025 and FFPPOOA 1 October 2025 to affected classifications*)**

	FFPPOOA 1 July 2023	*FFPPOOA 1 July 2024*	*FFPPOOA 1 January 2025*	*FFPPOOA 1 July 2025*	*FFPPOOA 1 October 2025*
SCHEDULE C – NURSING CLASSIFICATIONS					
Nursing Assistant (Without Certificate III)					
Third Year & Thereafter (before 1 July 2013)	*30.05*	*31.18*	*31.65*	*32.59*	*33.63*
Without Cert III (on or after 1 July 2013)	*30.05*	*31.18*	*31.65*	*32.59*	*33.63*
Nursing Assistant (Minimum Cert III)					
1st Year	*31.01*	*32.17*	*33.08*	*34.05*	*35.37*
2nd Year	*31.06*	*32.22*	*33.13*	*34.10*	*35.42*
3rd Year	*31.10*	*32.27*	*33.18*	*34.15*	*35.47*
Experienced	*31.15*	*32.32*	*33.23*	*34.20*	*35.52*
Nursing Assistant Specialist	*Not applicable*	*Not applicable*	*34.85*	*36.07*	*38.07*
Enrolled Nurse					
Enrolled Nurse (with Notation)	*34.59*	*35.89*	*35.89*	*39.40*	*41.04*
Enrolled Nurse					
Pay point 1	*35.23*	*36.55*	*36.55*	*40.08*	*41.72*
Pay Point 2	*35.65*	*36.99*	*36.99*	*40.11*	*41.75*
Registered Nurses					
Registered Nurse Level 1					
Pay Point 1	*38.10*	*39.53*	*39.53*	*42.09*	*43.51*
Pay Point 2	*41.74*	*43.31*	*43.31*	*47.00*	*48.57*
Pay Point 3	*43.61*	*45.25*	*45.25*	*48.15*	*49.72*
Pay Point 4	*45.51*	*47.22*	*47.22*	*49.23*	*50.80*
Pay Point 5	*47.65*	*49.44*	*49.44*	*54.03*	*55.56*
Pay Point 6	*49.65*	*51.51*	*51.51*	*55.08*	*56.61*
Registered Nurse Level 2					
CNS & CNE	*51.58*	*53.51*	*53.51*	*56.97*	*58.88*

Registered Nurse Level 3 (Covers NUMs, CNC, SNE)					
Pay point 1 (NUM + NE 1st year)	*54.65*	*56.70*	*56.70*	*60.99*	*62.39*
Pay point 2 (NUM + NE 2nd year)	*56.09*	*58.19*	*58.19*	*61.69*	*63.09*
Pay point 3 (NUM + NE 3rd year)	*57.37*	*59.52*	*59.52*	*62.26*	*63.66*
Pay point 4 and thereafter (CNC, SNE)	*60.07*	*62.32*	*62.32*	*64.30*	*65.70*
Registered Nurse Level 4 (Covers Deputy DON and Assistant DON)					
Grade 1 (DDON 20-75 beds; ADON <150 beds)	*57.31*	*59.46*	*59.46*	*64.43*	*65.28*
Grade2 (DDON 76-125 beds; ADON 150-250 beds)	*59.97*	*62.22*	*62.22*	*65.74*	*66.59*
Grade 3 (DDON 126+ beds; ADON >250 beds)	*61.92*	*64.24*	*64.24*	*66.17*	*67.02*
Registered Nurse Level 5 (Covers Directors of Nursing)					
Grade 1 (25-50 beds)	*64.96*	*67.40*	*67.40*	*69.42*	*69.42*
Grade 2 (51-75 beds)	*66.51*	*69.00*	*69.00*	*71.07*	*71.07*
Grade 3 (76-100 beds)	*68.17*	*70.73*	*70.73*	*72.85*	*72.85*
Grade 4 (101-150 beds)	*70.32*	*72.96*	*72.96*	*75.15*	*75.15*
Grade 5 (151-200 beds)	*75.15*	*77.97*	*77.97*	*80.31*	*80.31*
SCHEDULE C – AGED CARE CLASSIFICATIONS					
Aged Care Classifications – NON-CARE					
Aged Care Employee Level 1	*24.69*	*25.62*	*26.36*	*27.13*	*27.13*
Aged Care Employee Level 2	*25.67*	*26.63*	*27.41*	*28.21*	*28.21*
Aged Care Employee Level 3	*26.66*	*27.66*	*28.47*	*29.30*	*29.30*
Aged Care Employee Level 4	*26.97*	*27.98*	*28.80*	*29.64*	*29.64*
Aged Care Employee Level 5	*27.88*	*28.93*	*29.77*	*30.64*	*30.64*
Aged Care Employee Level 6	*29.88*	*31.00*	*31.89*	*32.82*	*32.82*
Aged Care Employee Level 7	*30.44*	*31.58*	*32.48*	*33.43*	*33.43*
Aged Care Classifications – DIRECT CARE					
Lifestyle / Personal Care Worker & Head Chef only					
Aged Care Employee Level 1	*28.40*	*29.47*	*30.33*	*31.21*	*31.85*
Aged Care Employee Level 2	*29.52*	*30.63*	*31.64*	*32.56*	*33.60*
Aged Care Employee Level 3	*30.65*	*31.80*	*31.80*	*32.75*	*33.79*
Aged Care Employee Level 4	*31.01*	*32.17*	*33.08*	*34.05*	*35.37*
Aged Care Employee Level 5	*32.06*	*33.26*	*33.96*	*34.96*	*36.78*

Aged Care Employee Level 6	*34.05*	*35.33*	*35.48*	*36.54*	*38.50*
Aged Care Employee Level 7	*34.69*	*35.99*	*37.23*	*38.31*	*39.91*

6. Inserting the following allowance table in lieu of the table in Schedule D (*non-application of the medication allowance with retrospective effect from 13 January 2025*)

Schedule D – Allowances					
Item	*Allowance*	*Clause Number*	*FFPPOOA 1 July 2023*	*FFPPOOA 1 July 2024*	*FFPPOOA 1 July 2025*
	Uniform Allowance when uniform is not supplied (nursing and non- nursing classifications)				
1	*Uniforms*	*18.1(b)*	*7.84*	*8.08*	*8.32*
2	*Shoes*	*18.1(b)*	*2.44*	*2.51*	*2.59*
3	*Cardigan*	*18.1(b)*	*2.35*	*2.42*	*2.49*
4	*Stockings*	*18.1(b)*	*4.06*	*4.18*	*4.31*
5	*Socks*	*18.1(b)*	*0.78*	*0.80*	*0.82*
6	*Laundry Allowance (nursing and non- nursing classifications)*				
	Per week	*18.1(c)*	*6.53*	*6.73*	*6.93*
	Meal Allowance when no meal is provided [Nursing Classifications only]				
7	*When required to work more than one hour beyond usual finishing time*	*18.2(a)*	*15.66*	*16.20*	*16.69*
8	*Further payment when overtime exceeds 4 hours*	*18.2(a) (ii)*	*14.11*	*14.60*	*15.04*
	On Call Allowance				
9	*Between rostered shifts Monday to Friday*	*18.3 (a) (i)*	*26.24*	*27.03*	*27.84*
10	*Between rostered shifts or ordinary hours on a Saturday*	*18.3 (a) (ii)*	*39.53*	*40.72*	*41.94*
11	*Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work*	*18.3 (a) (iii)*	*46.11*	*47.49*	*48.91*
12	*Vehicle Allowance*	*18.4 (a) & (c)*	*0.96*	*0.99*	*0.99*
	Continuing Education Allowance (Nursing classifications only)				

13	RN - post grad certificate in clinical field	18.5 (g)	23.31	24.01	24.73
14	RN - post grad diploma or degree in clinical field	18.5 (h)	38.85	40.02	41.22
15	RN - relevant master's degree or doctorate in clinical field	18.5 (i)	46.62	48.02	49.46
16	EN - certificate IV qual in a clinical field	18.5 (j)	15.52	15.99	16.47
	In-Charge Allowance (Nursing Classifications only)				
17	RN – in charge of facility of less than 100 beds on day, evening or night	18.6 (a)	27.52	28.35	29.2
18	RN – in charge of facility of more than 100 beds on day, evening or night	18.6 (a)	44.31	45.64	47.01
19	RN in charge of a shift in a section of a facility	18.6 (b)	27.74	28.57	29.43
	Leading Hand Allowance (Aged Care Classifications only)				
20	- in charge of 2 - 5 employees	18.9	29.75	30.64	31.56
21	- in charge of 6 - 10 employees	18.9	42.66	43.94	45.26
22	- in charge of 11 - 15 employees	18.9	53.62	55.23	56.89
23	- in charge of 16-19 employees	18.9	65.76	67.73	69.76
	Nauseous work allowance				
24	- per hour or part thereof	18.11 (a)	0.56	0.58	0.60
25	- minimum per week	18.11(a)	3.03	3.12	3.21
26	Medication Allowance (hourly rate)	18.7	1.33	1.37 (ceases to apply from 13 January 2025)	No longer applies
27	On call during meal break	30.1 (b)	13.26	13.66	14.07
28	AN-ACC Link Allowance per shift	18.8	27.74	28.57	29.43

Signed for and on behalf of DPG SERVICES PTY LTD (OPAL HEALTHCARE) by its attorneys

Address: Level 11, 420 George Street Sydney NSW 2000

Authority to sign Agreement: Power of Attorney dated 30 April 2020

Signature: DocuSigned by: 99A149ABE9C34D5...

Name: Ben Feek

Date: 19-Feb-2026

Signature: Signed by: Ian Burge C4775EEC03304BC...

Name: Ian Burge

Date: 19-Feb-2026

I am authorised to sign this Variation of the Agreement as an employee bargaining representative on behalf of the AUSTRALIAN NURSING AND MIDWIFERY FEDERATION NEW SOUTH WALES BRANCH

SIGNATURE

Michael Whaites, Branch Secretary ANMF NSW

PRINT NAME AND AUTHORITY/TITLE

Address: 50 O'Dea Avenue
Waterloo NSW

Date 24 Feb 2026

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

Opal HealthCare (NSW) Enterprise Agreement 2023

Opal Health Care (NSW) Enterprise Agreement 2023

Contents

Part 1—Application and Operation 4

1. Title 4

2. Duration and Scope 4

3. Definitions and Interpretation 4

4. Coverage 5

5. Access to the Agreement and the National Employment Standards 5

6. The National Employment Standards and this Agreement 6

7. Agreement Flexibility 6

Part 2—Consultation and Dispute Resolution 8

8 Consultation regarding major workplace change 8

9. Dispute Resolution 10

10 Workload Management 11

Part 3—Types of Employment and Termination of Employment 12

11. Types of Employment 12

12. Recognition of Service and Experience 14

13 Termination of Employment 15

14 Redundancy 17

Part 4—Minimum Wages and Related Matters 19

15 Classifications 19

16 Minimum Weekly Wages 19

17 Progression 23

18 Allowances 23

19 Payment of Wages 28

20 Superannuation 29

21. Salary Packaging to Superannuation Fund 30

Part 5—Hours of Work and Related Matters 31

22 Ordinary Hours of Work 31

23 Span of Hours 31

24 Rostered Days Off 31

25 Rest Breaks between Rostered Work 31

26 Accumulation and Taking of Accrued Days Off (ADOs) 32

27. Rosters 32

28. Broken Shifts – [Aged care Classifications Only] 33

29. Saturday and Sunday Work 33
30. Breaks 34
31 Overtime 35
32 Shiftwork 38
33 Higher Duties 38
Part 6—Leave and Public Holidays 39
34 Annual Leave 39
35 Public Holidays 41
36 Ceremonial Leave 43
37 Personal/Carer's Leave 43
38 Compassionate Leave 44
39 Personal/Carer's leave and Compassionate Leave Proof and Notice Requirements: 45
40. Long Service Leave 46
41 Community Service Leave 47
42 Parental Leave 48
43 Special Disaster Leave 49
44 Infectious Diseases Leave 49
Part 7-Other Matters 49
45. Performance Appraisal & Review 49
46. Disciplinary Action 50
47. Learning and Development 51
48 Training for Nurses 51
49 In Service Education & Training 52
50 Representation of Staff 53
51 Requests for flexible working arrangements 56
52. Transition to Retirement 58
53. Police Checks 58
54. Workplace Health and Safety 58
55 Family and Domestic Violence Leave 59
56 Opal HealthCare Standard Roster 61
57 Gender Affirmation Leave 62
58 Care Minutes 64
Schedule A - Nursing Classification Definitions 65
Schedule B – Aged Care Classifications 76
Schedule C – Wages (Nursing & Aged Care Classifications) 84

Schedule D – Allowances 86

Part 1—Application and Operation

1. Title

This agreement is the Opal HealthCare (NSW) Enterprise Agreement 2023 (**Agreement**).

2. Duration and Scope

This Agreement will commence operation on the seventh day after the Agreement is approved by the FWC and will remain in force until the nominal expiry date of 30 June 2026 and thereafter in accordance with the Act.

This Agreement contains all the minimum terms and conditions of employment for Employees covered by the Agreement and shall apply to all Employees employed by the Employer in a residential aged care facility in New South Wales pursuant to the classifications listed in Schedule A and Schedule B.

3. Definitions and Interpretation

3.1. In this Agreement, unless the contrary intention appears:

Associations/Unions means the NSWNMA, ANMF NSW Branch, and the HSU (NSW/ACT/QLD).

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

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.

Aged Care Employee means an Employee employed by the Employee in an aged care staff classification contained in Schedule B.

Agreement means the *Opal HealthCare (NSW) Enterprise Agreement 2023*.

ANMF NSW Branch means the Australian Nursing and Midwifery Federation New South Wales Branch

FWC means the Fair Work Commission

Employee means a Nursing Employee or Aged Care Employee employed by the Employer in a residential aged care facility in New South Wales as at or after the date of operation of the Agreement, in the classifications set out at Schedules A and B of the Agreement.

Employer means DPG Services Pty Ltd (ABN; 38 090 007 999) with regard to its operations of residential aged care facilities in the State of New South Wales.

HSU (NSW/ACT/QLD) means the Health Services Union New South Wales, Australian Capital Territory and Queensland Branch.

Immediate family has the meaning in the NES as the following:

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee
(c) ***spouse*** includes a former spouse.
(d) ***de facto partner*** of an Employee:

(i) 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
(ii) includes a former de facto partner of the Employee

NES means National Employment Standards set out under Chapter 2, Part 2-2 of the Act

Nursing Employee means an Employee employed by the Employee in a nursing classification contained in Schedule A.

Ordinary rate of pay means the hourly rate of pay set out in Appendix 1, as adjusted in accordance with clause 16, but does not include overtime, penalty rates, loadings, allowances, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

Service and Continuous Service (other than in relation to long service leave) is defined by s.22 of the Act, which will apply to the extent of any inconsistency.

3.2. Where this Agreement refers to an entitlement provided for in the NES, the NES definition applies.

4. Coverage

This Agreement shall cover the following:

(a) DPG Services Pty Ltd (ABN 38 090 007 999) with regard to its residential aged care operations in the State of New South Wales, and any residential aged care facilities in NSW acquired by the Employer or, which may open for trading during the term of this Agreement, subject to the transfer of business provisions of the Act; and

(b) Employees employed by the Employer as at, or after, the date of operation of the Agreement, performing work within the classifications contained in the Agreement and employed in a residential aged care facility in New South Wales.

(c) It is the intention of this Agreement that the ANMF NSW Branch and the HSU will be covered by this Agreement. However, the ANMF NSW Branch and HSU will only be covered by this Agreement if notice is provided in accordance with section 183 of the Act.

5. Access to the Agreement and the National Employment Standards

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

6. The National Employment Standards and this Agreement

Entitlements in accordance with the NES are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

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 this Agreement if:

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

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading.

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the 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 permitted matters under s.172 of the Act; and

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

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

7.3 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

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

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

(d) includes details of:

(i) the terms of the Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

7.5 The Employer or Employee may terminate the individual flexibility arrangement:

(f) by giving no more than 28 days written notice to the other party to the arrangement; or

(g) if the Employer and Employee agree in writing — at any time.

Part 2—Consultation and Dispute Resolution

8 Consultation regarding major workplace change

8.1 This term applies if the Employer:

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

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

Major change

8.2 For a major change referred to in paragraph 8.1 (a)

(a) the Employer must notify the relevant Employees and their representatives, if any, of the decision to introduce the major change; and

(b) subclauses 8.3 to 8.9 apply.

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

8.4 If:

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

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

the Employer must recognise the representative.

8.5 As soon as practicable after making its decision, the Employer must:

(a) discuss with the relevant Employees and their representatives (if any):

(i) the introduction of the change; and

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

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

(b) for the purposes of the discussion—provide, in writing, to the relevant Employees and their representatives (if any):

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

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

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

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

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

8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 8.2 (a) and subclauses 8.3 and 8.5 are taken not to apply.

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

(a) the termination of the employment of Employees; or

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

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain Employees; or

(f) the need to relocate Employees to another workplace; or

(g) the restructuring of jobs.

Consultation about changes to rosters or ordinary hours of work

8.10 For a change referred to in paragraph 8.1(b):

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

(b) subclauses 8.11 to 8.15 apply.

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

8.12 If:

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

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

the Employer must recognise the representative.

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

(a) discuss with the relevant Employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(iv) 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).

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

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

8.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause 8.1.

9. Dispute Resolution

9.1. In the event of a dispute about any matter under this Agreement or the NES, in the first instance 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.

9.2. An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.3. If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the FWC.

9.4. Unless otherwise stated in this Agreement, the parties agree that the 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. Provided that arbitration by FWC may only occur by the agreement of the parties to the dispute in relation to disputes arising under clause 10 (workload management), clause 11.6 (casual conversion) or 56(h) (Opal HealthCare Standard Roster).

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

9.6. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act, and in accordance with custom and practice at the workplace. Subject to applicable occupational 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.

10 Workload Management

10.1. The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident care.

10.2. 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 still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion. The Facility Manager will respond within 48 hours.

(c) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion. The senior manager will respond within a further 48 hours.

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

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

(a) clinical assessment of residents' needs;

(b) the demand of the environment such as facility layout;

(c) statutory obligation, (including, but not limited to, workplace health and safety legislation);

(d) the requirements of nurse regulatory legislation;

(e) reasonable workloads;

(f) accreditation standards;

(g) budgetary considerations;

(h) occupancy; and

(i) mandated care minutes.

10.4. If the issue is still unresolved, the Employee/s may advance the matter through Clause 9-Dispute Resolution with the exception of referring to the FWC for arbitration. Arbitration of workload management issues by the FWC may only occur by agreement of the parties to the dispute.

Part 3—Types of Employment and Termination of Employment

11. Types of Employment

11.1. Employment categories

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

(a) full-time;

(b) part-time; or

(c) casual

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

11.2. Full-time employment

(a) A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22 (a) of this Agreement.

(b) A full-time Employee will be paid a minimum of four (4) hours pay for each engagement in respect of an ordinary shift

11.3. 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 part-time Nursing Employee will agree in writing the guaranteed minimum number of hours to be worked per fortnight and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.

(c) Before commencing part-time employment, the Employer and a part-time Aged Care Employee will agree in writing on:

(i) 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; and

(ii) the days of the week the Employee may be rostered to work within a fortnight; and

(iii) the guarantee minimum number of hours to be worked per fortnight.

The terms of the agreement may be varied by agreement and recorded in writing.

(d) A part-time Employee will be rostered to a minimum of three hours for each engagement. This minimum engagement excludes recall to work (clauses 31.6 and 31.7) and attendance at meetings and mandatory training (clause 48).

(e) Unless otherwise stated, the terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.

(f) Offer of additional hours or shifts by the Employer will made to part- time Employees in the first instance (excluding where the additional hours or shifts will result in overtime).

11.4. Annual review of part-time hours

(a) At the written request of an Employee, the hours worked by the Employee will be reviewed annually by the General Manager or by their nominated delegate. Where the Employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the Employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:

(i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and

(ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.

(b) Any adjusted contracted hours resulting from a review by the Employer, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.5. Casual employment

(a) A casual Employee is an Employee engaged as such on an hourly basis.

(b) A casual Employee will be paid, per ordinary hour worked between Monday and Friday (inclusive), an hourly rate equal to the ordinary rate of pay appropriate to the Employee's classification plus a casual loading of 25%.

(c) Casual Employees will be paid a minimum of 2 hours for each engagement.

(d) 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/carer's 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 entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise.

11.6. Casual conversion

(a) In accordance with the NES effective from 26 August 2024, a casual Employee may have a pathway to permanent employment by way of written notification to the Employer.

(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 (as defined in section 15A of 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 section 66AAC of 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 sections 66M or 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).

(e) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 9, Dispute Resolution in this Agreement.

(f) The further details of casual conversion will be in accordance with the NES.

12. Recognition of Service and Experience

12.1 From the time of commencement of employment an Employee has three months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. Employees are to provide documentary evidence in the first instance however in the absence of this evidence a statutory declaration may be considered as evidence.

12.2 Until such time as the Employee provides any such documentation contemplated in subclause 12.1, the Employer shall pay the Employee at the level for which proof has been provided.

12.3 If within three months of commencing employment an Employee does provide documentary evidence of other previous relevant service or experience not disclosed via documentary evidence at the time of commencement, the Employer shall pay the Employee at the appropriate ordinary rate of pay as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

12.4 If an Employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three month period, the Employee shall be paid at the ordinary rate of pay appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the Employer.

12.5 An Employee who is working in the same classification for more than one organisation shall notify the Employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.

12.6 An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the Employee shall be paid at the higher ordinary rate of pay as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the Employee shall be paid at the higher ordinary rate of pay only from the date that proof is provided.

12.7 Where an internationally trained nurse is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place.

13 Termination of Employment

13.1. Notice of termination by the Employer

(a) Subject to clauses 13.1(b), 13.1(c), 13.1(e) and 13.3, the Employer may terminate the employment of a full-time or part-time Employee by providing notice in accordance with the below table:

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

(b) In addition to the notice set out at clause 13.1(a), a full-time or part-time Employee over 45 years of age is entitled to an additional week's notice if the Employee has completed at least 2 years of continuous service.

(c) Full-time and part-time Registered Nurses and Level 7 Aged Care Employees, with not more than 1 year of service, will be entitled to 2 weeks' notice.

(d) Casuals are to be given notice to the end of their current shift worked.

(e) Payment in lieu of part or all of the notice will be made if the appropriate notice period, or part thereof, is not given by the Employer to a full-time or part-time Employee. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The required amount of payment in lieu of notice must equal or exceed the total of all amounts the Employer would have been liable to pay the Employee at the full rate of pay (as defined in the Act) for the hours the Employee would have worked had the employment continued until the end of the required notice period.

13.2. Notice of termination by the Employee

(a) At the time of termination, the Employee must provide to the Employer the same periods of notice as listed in clause 13.1, with the exception of Registered Nurses and Aged Care Level 7 Employees, who must provide 2 weeks' notice to the Employer where their length of service is not more than 1 year.

(b) Casual Employees shall only be required to give notice to the end of their current shift worked.

(c) If a full-time or part-time Employee who is it at least 18 years of age fails to give the required period of notice or fails to work their allocated notice period, the Employer may deduct from monies due to the Employee on termination under this Agreement, other than amounts due to the Employee under the NES, an amount not exceeding one week's wages. Any deduction under this provision must not be unreasonable in the circumstances.

13.3 The Employer may, without notice or payment in lieu thereof, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is made up to the time of dismissal only.

13.3. Payment of wages on termination

(a) If the Employer terminates the Employee's employment, termination payments will be made by way of Electronic Funds Transfer within three business days of the end of the termination pay period.

(b) If an Employee terminates the employment, termination payments will be made by way of Electronic Funds Transfer in the next pay cycle immediately following the end of the termination pay period. In unforeseen circumstances however the Employer will review the date the termination payment will be made.

(c) Notwithstanding the above, an Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of clause 13.3(a) and 13.3(b) for example bank error or delay.

(d) On request by the Employee, the Employer will give the Employee a statement of service signed by the Employer stating the period of employment and when the employment was terminated.

14 Redundancy

The below provisions supplement NES entitlements. Where the clause below is silent on a matter dealt with in the NES in relation to redundancy pay, the provision in the NES will apply.

14.1. Subject to the remaining provisions of this clause 14, an Employee is entitled to be paid redundancy pay by the Employer in accordance with clause 14.2 if the Employee's employment is terminated by reason of redundancy as follows:

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

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

14.2. Minimum payments

(a) Where the Employee is under 45 years of age and their employment is terminated by reason of redundancy, the Employer shall pay the Employee redundancy pay in respect of the Employee's period of continuous service as a full-time or part-time Employee (as the case may be), in accordance with the following scale:

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

(b) Where the Employee is 45 years of age or over and their employment is terminated by reason of redundancy, the Employer shall pay the Employee redundancy pay in respect of the Employee's period of continuous service as a full-time or part-time Employee (as the case may be) in accordance with the following scale:

Minimum Years of Continuous Service	**Retrenchment Pay**

Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

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

(i) shift penalties

(ii) weekend penalties

(iii) Any other entitlements;

14.3. Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, 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 rate of pay and the new lower ordinary rate of pay for the number of weeks of notice still owing.

14.4. Employee leaving during notice period

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

14.5. Job search entitlement

(a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.

(b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.

14.6. Alternative Employment

(a) Where the Employer obtains other acceptable employment for the Employee, the redundancy payment that is payable by the Employer may be reduced (including to nil), subject to an order of FWC.

14.7. Transfer of employment

(a) The provisions of section 122 of the Act will apply in relation to transfer of employment situations. 'Transfer of employment' has the meaning prescribed in the Act.

14.8. Employees exempted

This clause 14 of the Agreement does not apply to:

(a) Employees terminated as a consequence of serious misconduct;

(b) 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;

(c) Employees engaged for a specific period of time or for a specified task or tasks; or

(d) Casual Employees.

Part 4—Minimum Wages and Related Matters

15 Classifications

15.1. Nursing classification definitions are set out in Schedule A—Classification Definitions.

15.2. Aged Care classification definitions are set out in Schedule B —Classification Definitions.

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

15.4 Nursing Assistant Qualified (Certificate IV) Employee – classification review

(a) A Nursing Assistant Qualified Employee or Personal Care Worker Employee with a Certificate IV qualification who is not employed in the Nursing Assistant Specialist classification and who performs medication shifts for which the Employer requires the Employee to hold a Certificate IV qualification as a minimum, will be entitled to be reclassified to the Nursing Assistant Specialist classification, subject to the following:

(i) the Employee has been employed by the Employer for the full duration of Assessment Period A or Assessment Period B;

(ii) the Employee has regularly performed medication shifts that require a Certificate IV qualification as a minimum, during Assessment Period A or Assessment Period B;

(iii) "regularly" will be defined to mean where at least 60% of the shifts worked by the Employee over Assessment Period A or Assessment Period B are medication shifts that require a Certificate IV qualification as a minimum;

(iv) "Assessment Period A" means 1 January to 30 June inclusive, and "Assessment Period B" means 1 July to 31 December inclusive, but does not include any period prior to 2026; and

(v) where the Employee satisfies subclauses (i) to (iii) above, the Employee will be reclassified to the Nursing Assistant Specialist classification from the first full pay period after the conclusion of the relevant Assessment Period in respect to which the criteria was satisfied.

16 Minimum Weekly Wages

16.1 Minimum ordinary rates of pay and increases for Employees employed as at or after the date of operation of the Agreement are as follows, and set out in Schedule C:

	(FFFPP) 1 July 2023	(FFFPP) 1 July 2024	(FFFPP) 1 July 2025
All classifications unless listed below	3.00%	3.75%	3.00%
Aged Care Employee (all levels)	3.00%	3.75%	3.00%
Nursing Assistant (minimum Cert III) AIN Cert III- Year 2	3.15%	3.75%	3.00%
Nursing Assistant (minimum Cert III) AIN Cert III- Year 3	3.30%	3.75%	3.00%
Nursing Assistant (minimum Cert III) Experienced	3.45%	3.75%	3.00%
Enrolled Nurse (With Notation)	3.00%	3.75%	3.00%
Enrolled Nurse (Pay Point 1 and Pay Point 2)	3.00%	3.75%	3.00%
Registered Nurse (all levels)	3.00%	3.75%	3.00%

16.2 Provided further that for the Period:

(a) the minimum ordinary rates of pay for Eligible Nursing Assistant Employees employed as at or after the date of operation of the Agreement will be 1.92% above the equivalent ordinary rate of pay under the applicable Modern Award, or the rate set out in Schedule C, whichever is the higher;

(b) the Employer will maintain the incremental pay point progression for Nursing Assistant Employees within their classification; and

(c) the Employer will maintain the relativities as set out in Schedule C between the rates for the Nursing Assistant (minimum Cert III) classification.

16.3 For the purpose of clause 16.2:

(a) An ***Eligible Nursing Assistant Employee*** is a Nursing Assistant Employee employed as at or after the date of operation of the Agreement:

(i) who is and remains employed in the Period in a Nursing Assistant classification of this Agreement; and

(ii) whose employment would, but for the Agreement, be covered by:

(1) the *Nurses Award 2020* in a nursing assistant classification; or

(2) the *Aged Care Award 2010*, and in accordance with the provisions of the *Aged Care Award 2010* and arising from the Stage 3 Decision of the ACWVC, has a preserved entitlement to annual leave in accordance with the *Nurses Award 2020*.

(b) The ***Period*** is the duration from the date of operation of the Agreement and ending on the date on which the Agreement is terminated or replaced by another enterprise agreement.

16.4 Subject to clause 16.5 below, any further wage increase shall be at the discretion of the Employer, unless the ordinary rate of pay falls below the Modern Award, in such circumstances the ordinary rate of pay will default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

16.5 Aged Care Work Value Case – Stage 3

(a) The parties acknowledge that as at the time of making this Agreement:

(i) the Stage 2 Decision of the Aged Care Work Value Case (**ACWVC**) (Matter Numbers: AM2020/99, AM2021/63 and AM2021/65) resulted in a 15% interim increase to the minimum rates of pay under the Nurses Award 2020, the Aged Care Award 2010 and Social, Community, Home Care and Disability Services Industry Award 2010 for prescribed classifications (including Registered Nurses, Enrolled Nurses, Nursing Assistants, Personal Care Workers, Lifestyle and Head Chefs/Cooks that are the most senior chef or cook engaged in a facility) and that this increase has been implemented by the Employer and is reflected in the minimum rates at Schedule C of this Agreement;

(ii) the Stage 3 Decision of the ACWVC has awarded further increases to the minimum rates of pay under the Nurses Award, the Aged Care Award and SCHCADS Award for prescribed classifications (including, Nursing Assistants, Personal Care Workers, Lifestyle, Food Services Assistants, Cleaners, Laundry Hands and Indirect Care employees – **Stage 3 Classifications**);

(iii) the Stage 3 Decision of the ACWVC found that Enrolled Nurses and Registered Nurses required increased rates to reflect work value and gender equity

considerations but deferred a full decision on these matters to the outcome of the Nurses WVC;

(iv) the operative dates of the increases to the Stage 3 Classifications are 1 January 2025 and 1 October 2025;

(v) the Australian Nursing and Midwifery Federation has made an application under section 158 of the Act to vary the Nurses Award with the Nurses Work Value Case (AM2024/11) (**Nurses WVC**), to which the full outcome of the Stage 3 determination for Nurses has been deferred; and

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

(b) In terms of next steps, the parties understand that:

(i) the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision; and

(ii) the FWC will determine the Nurses WVC which may provide further increases to rates of pay for Nurses in the Nurses Award.

(c) Accordingly, the Employer:

(i) will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government and where funded to do so, including with respect to the operative timing of those increases; and

(ii) in doing so, will maintain the quantum and timing of the wage increases specified in Schedule C of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 16.5(c)(i).

Illustrative example: If the minimum hourly rate is $30 and the Agreement provides for a wage increase of $0.90 on 1 December 2024, but the Commonwealth Government's direction is to increase the applicable hourly rate by $3 on 1 October 2024, then, as a term of this Agreement, the Employer will increase the hourly rate to $33 on 1 October 2024 and then apply the $0.90 wage increase on 1 December 2024 to the hourly rate of $33.

(d) When the Nurses WVC has been determined by the Commission, the Employer commits to:

(i) increase the applicable minimum rates under this Agreement for Nurses in accordance with guidance / direction from the Commonwealth Government and where funded to do so;

(ii) maintain the quantum and timing of the wage increases at Schedule C of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 16.5(c)(i); and

(iii) promptly meet with the Unions to discuss the implementation of the outcome.

17 Progression

For progression for all classifications under this Agreement, refer to Schedule A (Nursing) and Schedule B (Aged Care) and Clause 44.

18 Allowances

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

The allowance rates are set out in Schedule D

18.1. Clothing and equipment

(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, the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate set out in item 1 – uniforms of Schedule D per week.

Instead of the provision of shoes, cardigan or jacket, stockings and socks, the Employer may, by agreement with the Employee, pay such Employee allowances at the rates set out in item 2 – shoes, item 3 – cardigan/jacket, item 4 - stockings and item 5 - socks of Schedule D 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 item 6 of Schedule D.

(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.

(e) Where an Employer requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, the Employer must reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the Employer.

18.2. Overtime meal allowances

(a) In the following circumstances of overtime work performed, an Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the rate prescribed in Schedule D.

(i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour at the rate set in item 7 of Schedule D will be paid.

(ii) Provided that where such overtime work completed by an Employee exceeds four hours a further meal allowance at the rate set out in item 8 of Schedule D will be paid.

(b) Clause 18.2(a) will not apply when an Employee could reasonably return home for a meal within the meal break.

(c) The meal allowance will be paid as part of the next pay cycle.

18.3. On call allowance

(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 item 9 of Schedule D.

(ii) Between rostered shifts or ordinary hours on a Saturday – the amount set out in item 10 of Schedule D.

(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 item 11 of Schedule D.

(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.

18.4. 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 an allowance of $0.99 per kilometre.

(b) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.

(c) An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in item 12 of Schedule D when the Employee uses a motor car in those circumstances.

Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause 18.4(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

18.5. 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 Levels 4 & 5 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. Payment of such allowance shall be made from the first full pay period on or after the date evidence of such qualification is provided by the Employee to the Employer.

(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 Item 13 in Schedule D.

(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 Item 14 of Schedule D.

(i) A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 15 of Schedule D.

(j) An Enrolled Nurse who holds a relevant certificate IV or diploma qualification in a clinical field (not including a certificate IV or diploma 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 Item 16 of Schedule D.

(k) The allowances set out in this sub-clauses 18.5 are not included in the Employee's ordinary rate of pay 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 according to their ordinary hours of work.

(m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

18.6. In charge allowance [nursing classifications only. This allowance is not payable to RN Levels 2 or above by virtue of their in charge role.]

(a) A Registered Nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their appropriate salary, whilst so in charge, the per shift allowance set out in Item 17 (for less than 100 beds) or Item 18 (for 100 or more beds) in Schedule D.

(b) A Registered Nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to their appropriate salary, the per shift allowance set out in Item 19 in Schedule D for such shift.

18.7. Medication Allowance [Nursing Assistant and Personal Care Worker classifications Only] – ceases to apply

(a) The medication allowance no longer applies and will be replaced by payment of the Nursing Assistant Specialist rate as a result of Employee reclassification (where applicable) or the application of Higher Grade Duties in accordance with clause 33.

(b) The parties to the Agreement understand and agree that for the purposes of calculating any required back payment and retrospective reclassifications:

(i) to a Nursing Assistant Qualified Employee or Personal Care Worker Employee (other than an Employee to whom subclause (ii) applies) employed as at the date of effect of the variation to the Agreement who was entitled to be reclassified to the Nursing Assistant Specialist classification and paid the corresponding ordinary rate of pay from 13 January 2025, because such Employee regularly performed medication shifts for which the Employer required the Employee to hold a Certificate IV qualification, or equivalent qualification above Certificate III as determined by the Employer, as a minimum; or

(ii) to a Nursing Assistant Qualified Employee or Personal Care Worker Employee employed as at the date of effect of the variation to the Agreement who was entitled to be reclassified to the Nursing Assistant Specialist classification and paid the corresponding ordinary rate of pay from the later of 1 June 2025 or the date on which the Employee obtained the Certificate IV qualification required by the Employer, because such Employee:

(1) was a “transferring employee” from Cranbrook Care that commenced employment with the Employer on 3 March 2025 or an Employee who was employed by the Employer after 3 March 2025 at a former Cranbrook Care site (**Former CC Site Employee**);

(2) holds and held a Certificate IV qualification as at 1 December 2025; and

(3) regularly performed medication shifts for the Employer; or

(iii) to a Nursing Assistant Qualified Employee or Personal Care Worker Employee employed as at the date of effect of the variation to the Agreement who, on or after 13 January 2025, held a Certificate IV qualification, was not entitled to be reclassified in accordance with subclause (i) or (ii) above but was entitled to be paid the Nursing Assistant Specialist ordinary rate of pay for a medication shift worked in accordance with clause 33 (Higher duties),

the total sum of the medication allowance that was paid to the Employee during the period to which subclause (i), (ii) or (iii) above applies, will be set off against, and deducted from, the identified back payment sum.

(c) For the purpose of subclause (b)(i), a Nursing Assistant Qualified Employee or Personal Care Worker Employee will have "regularly" performed medication shifts if at least 60% of the shifts worked by the Employee in the period between 13 January 2025 and 29 June 2025 inclusive, were medication shifts that require a Certificate IV qualification as a minimum.

(d) For the purpose of subclause (b)(ii), a Former CC Site Employee will have "regularly" performed medication shifts if at least 60% of the shifts worked by the Employee in the period between 1 June 2025 and 1 December 2025 inclusive, were medication shifts.

18.8. AN-ACC Link Allowance [Nursing Classification Only]

A Nursing Employee who is selected by the Employer to assist in the role of AN-ACC Link Nurse shall be paid an AN-ACC Link Nurse allowance per shift as set out in Item 28 in schedule D. To be eligible for this allowance the Employee must be performing the role of AN-ACC Link nurse as appointed.

18.9. Leading hand allowance [aged care Classifications only]

A leading hand is an Aged Care 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.

A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

Leading hand in charge of:	Weekly allowance
2-5 other Employees	Item 20 of Schedule D
6-10 other Employees	Item 21 of Schedule D
11-15 other Employees	Item 22 of Schedule D
16+ other Employees	Item 23 of Schedule D

This allowance will be part of salary for all purposes of this Agreement.

A part-time or casual Aged Care Employee 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.

18.10. Service allowance (applies only to those aged care Employees formally covered by Aged Care General Services (State) Award in NSW).

(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 15; Minimum Weekly Wages, a long service bonus of the amount set out in the following scale:

For 20 years of service and over 10%.

(ii) Payments due under this clause shall be made on the usual pay day when other payments under this Agreement are made.

(iii) Continuous service with the same Employer prior to the commencement of this Agreement shall be taken into account for the purposes of this clause.

(iv) For the purpose of this clause, continuous service shall not be deemed to have been broken by absence from the place of employment whilst a member of the defence forces of the Commonwealth in time of war or for periods of unpaid leave granted to the Employee by the Employer.

18.11. Nauseous work allowance [aged care classifications only]

(a) The allowance set out in item 24 of Schedule D per hour or part thereof will be paid to an Aged Care Employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Any Employee who is entitled to be paid an allowance will be paid a minimum sum set out in item 25 of Schedule D for work performed in any week.

18.12. Tool Allowance [Aged Care Classifications]

The Employer will provide all necessary tools for chefs and cooks to perform their duties.

19 Payment of Wages

(a). Wages will be paid fortnightly, unless otherwise mutually agreed in writing up to a monthly maximum period.

(b). Employees will be paid by, electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee.

(c) Where an underpayment of wages and or allowances occurs by reason of an error in calculation by the Employer involving 2.5% or more of the Employee’s net weekly

wage, the payment will be corrected within 5 working days at the request of the Employee.

(d) Subclause (c) shall not apply where the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee.

20 Superannuation

(a) Superannuation legislation

(i) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth) (together, **Superannuation Legislation**), deals with the superannuation rights and obligations of Employers and Employees.

(ii) Under Superannuation Legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund and the Employee does not have a 'stapled' superannuation fund, any superannuation fund nominated in the Agreement covering the Employee applies.

(iiI) The superannuation fund nominated in the Agreement will offer a MySuper product. The default fund under this Agreement is the Health Employees Superannuation Trust of Australia (**HESTA**).

(iv) The rights and obligations in these clauses supplement those in Superannuation Legislation.

(b) Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under Superannuation Legislation with respect to that Employee.

(c) Casual Employees

The Employer will pay superannuation payments for casual Employees in accordance with the Superannuation Legislation.

(d) Voluntary Employee contributions

(i) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 20(b).

(ii) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.

(iii) The Employer must pay the amount authorised under clauses 20 (d)(i) or 20(d)(ii) no later than 28 days after the end of the month in which the deduction authorised under clauses 20d)(i) or 20(d)(ii) was made.

(e) Superannuation fund

Unless, to comply with Superannuation Legislation, the Employer is required to make the superannuation contributions provided for in clause 20(b) to the Employee's 'stapled' superannuation fund, or another complying superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 21(b) and pay the amount authorised under clauses 20(d)(i) or 20(d)(ii) to one of the following superannuation funds:

(i) HESTA

(ii) AMP Superannuation Fund;

(iii) Any superannuation fund to which the Employer was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund. The Employer reserves the right to initiate a review of its default superannuation fund during the life of this Agreement.

(f) Employer contributions on Employer paid parental leave

Superannuation contributions will be payable while an Employee is on Employer paid parental leave.

21. Salary Packaging to Superannuation Fund

(a) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the Employer and the Employee. The Employer will pay the salary packaging amount in accordance with the salary packaging agreement. The salary packaging arrangements pertain only to packaging superannuation contributions.

(b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.

(c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.

(d) The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary packaging arrangements.

(e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.

(f) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

Part 5—Hours of Work and Related Matters

22 Ordinary Hours of Work

(a) The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 152 hours per 4 week period, and will be worked either:

(i) in a period of 28 calendar days of not more than 20 work days in a roster cycle;

(ii) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or

(b) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

(c) The hours of work on any day will be continuous except for meal breaks and broken shifts (for part-time and casual Aged Care Employees) in accordance with clause 28.

23 Span of Hours

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

(b) A shiftworker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 23(a).

24 Rostered Days Off

Employees, other than a casual Employee, will be free from ordinary 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 Rest Breaks between Rostered Work

An Employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. Provided that by mutual agreement, the break may be reduced to not less than eight hours. Agreement to reduce the minimum break to not less than eight hours may be ongoing or for a specified period of time.

26 Accumulation and Taking of Accrued Days Off (ADOs)

(a) This clause will only apply to full time Employees.

(b) Where an Employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in clause 22(a)(ii), ADOs will be taken within 12 months of the date on which the first full ADO accrued.

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

(d) Where an Employee has accumulated the maximum ADO accrual and has not taken same within the required period the Employer will pay out the entitlement at ordinary pay within six months of the date on which the accrued ADOs were meant to have been taken.

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

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

(g) Wherever possible ADOs will be consecutive with rostered days off prescribed in clause 24.

(h) Once set, ADOs may not be changed, except in accordance with Clause 27 Rostering.

(i) ADOs will not be rostered on public holidays.

27. Rosters

(a) Employees will work in accordance with a weekly or fortnightly roster fixed by the Employer.

(b) 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 at least fourteen days before the commencement of the roster period.

(c) In the case of nurses, 15 minutes handover time will be rostered at each shift change.

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

(e) 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.

(f) 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 facility to be carried out where another Employee is absent from work due to illness or in an emergency, or where there is mutual agreement to the change.

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.

(g) 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 off in that fortnight or eight days off in the 28 day cycle, as the case may be.

28. Broken Shifts – [Aged care Classifications Only]

With respect to broken shifts:

(a) Broken shifts for the purpose of this clause means a shift worked by a part-time or casual Aged Care Employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.

(b) A broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift. Each period of work in a broken shift must be a minimum of 2 hours.

(c) Payment for a broken shift will be at ordinary pay with penalty rates and shift penalties in accordance with clause 32.1 – Shiftwork, with shift penalties being determined by the commencing time of the broken shift.

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

(e) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

29. Saturday and Sunday Work

(a) All ordinary hours performed by Employees between midnight on Friday and midnight on Saturday will be paid for at the following rates which are calculated on the ordinary rate of pay and incorporate the casual loading for casual Employees:

Classification	Rate
Full-time / part-time Employees	150%
Casual Nursing Employees	187.5%
Casual Aged Care Employees	175%

(b) All ordinary hours performed by Employees between midnight on Saturday and midnight on Sunday will be paid for at the following rates which are calculated on the ordinary rate of pay and incorporate the casual loading for casual Employees:

Classification	Rate
Full-time / part-time Employees	175%
Casual Nursing Employees	218.75%
Casual Aged Care Employees	200%

(c) The rates in clauses (a) and (b) above will be in substitution for and not cumulative upon the shift penalties prescribed at clause 32 – Shiftwork.

30. Breaks

30.1. Meal breaks

(a) An Employee who works more than five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

(b) Where an Employee is required to remain available for duty during a meal break, the Employee will be paid an 'on call during meal break allowance' as provided for in Item 27 in Schedule D. Only one such allowance will be payable in any period of 24 hours. If an Employee is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break.

30.2. 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. Provided that for each ordinary shift of 7.6 hours or more, Employees will be entitled to two paid 10 minute tea breaks.

(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.

Hours Worked	Tea Break (Paid)	Meal Break (Unpaid)
Work less than 4 hours	No tea break	No meal break
Work 4 hours or more but not more than 5 hours	One 10 minute tea break	No meal break
Work more than 5 hours but less than 7.6 hours	One 10 minute tea break	One meal break of 30 minutes or up to 60 minutes by agreement
Work 7.6 hours or more but less than 10 hours	Two 10 minute tea breaks with one taken in the first half of the work hours and the second taken in the second half of the work hours. Alternatively, one 20 minute tea break during your work hours at an agreed time	One meal break of 30 minutes or up to 60 minutes by agreement
Work 10 hours or more	Two 10 minute tea breaks with one taken in the first half of the work hours and the second taken in the second half of the work hours. Alternatively, one 20 minute	Two meal breaks of 30 minutes or up to 60 minutes by agreement

	tea break during your work hours at an agreed time.	

31 Overtime

31.1. Overtime

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

(i) For full-time Employees:

(1) the Employee's rostered ordinary hours on a day or shift (which may be up to a maximum of 10 hours in a day or shift); or

(2) 76 ordinary hours in a fortnightly pay period.

(ii) For part-time Nursing Employees:

(1) the usual full-time rostered ordinary shift length (which may be up to a maximum of 10 hours in a day or shift) subject to clause 31.1(b);

(2) 10 ordinary hours in a day or shift; or

(3) 76 ordinary hours in a fortnightly pay period;

(iii) For part-time Aged Care Employees:

(1) their rostered ordinary hours (which may be up to a maximum of 10 hours in a day or shift), subject to clause 31.1(c) below;

(2) 10 ordinary hours in a day or shift; or

(3) 76 ordinary hours in a fortnightly pay period.

(iv) For casual Employees:

(1) 10 ordinary hours in a day or shift; or

(2) 76 ordinary hours in a fortnightly pay period.

(b) All time worked by a part-time Nursing Employee in excess of the usual full-time rostered ordinary shift length will be overtime and paid as such, provided that:

(i) such hours are in excess of the part-time Nursing Employee's rostered ordinary shift; and

(ii) a part-time Nursing Employee may agree to work additional hours or additional shifts which are treated and paid as ordinary hours (**Additional Nursing Ordinary Hours**), provided that all time worked in excess of 10 ordinary hours on the day or shift or 76 ordinary hours in a fortnightly pay period will be overtime and paid at the applicable overtime rate.

(c) A part-time Aged Care Employee may agree to work additional hours in excess of their rostered ordinary hours, including additional shift/s, which are treated and paid as ordinary hours (**Additional Aged Care Ordinary Hours**), provided that:

(i) all time worked which exceeds 10 ordinary hours in a day or shift or 76 ordinary hours in a fortnightly pay period, will be overtime and paid at the applicable overtime rate; and

(ii) where a part-time Aged Care Employee is directed by the Employer to work in excess of their rostered ordinary hours, the Employee will be paid at the applicable overtime rate for such excess hours worked.

(d) Where the roster has already been published, an agreement to work Additional Nursing Ordinary Hours or Additional Aged Care Ordinary Hours under clauses 31.1(b) and 31.1(c) above will constitute a mutually agreed variation to the roster.

31.2. Overtime penalty rates

(a) For approved overtime worked in accordance with clause 31.1, the following rates are payable, calculated on the ordinary rate of pay and incorporating the casual loading in the case of casual Employees:

Classification	**Monday to Saturday**	**Sunday**	**Public Holiday**
Full-time / Part-Time Employee	150% for the first 2 hours and 200% thereafter	200%	250%
Casual Nursing Employees	187.5% for the first 2 hours and 250% thereafter	250%	312.5%
Casual Aged Care Employee	187.5% for the first 2 hours and 250% thereafter	250%	312.5%

(b) Overtime penalties as prescribed in clause 31.2(a) do not apply to Registered Nurse levels 4 and 5.

(c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29 -Saturday and Sunday work and clause 32-Shiftwork.

(d) For the purpose of clause 31.2(a), in calculating payment for overtime, each day or period of overtime will stand alone.

31.3. Time off instead of payment for overtime

This clause does not apply to RN levels 4 and 5.

(a) By mutual agreement, a full-time or part-time Employee may be compensated by way of time off instead of payment of overtime (equivalent to the overtime rate that would have been applicable) on the following basis:

(i) Time off instead of overtime must be pre-approved by the Facility Manager.

(ii) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued, at a mutually agreed time between the Employee and the Employer, taking into consideration the operational needs of the business.

(iii) Where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three month period, or the Employee has accrued untaken time off in lieu at the time of the termination of the Employee's employment, or where an Employee requests payment, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made. Where payment is requested, it is to be made in the next pay period following the request.

(iv) An Employee cannot be compelled to take time off instead of overtime.

31.4. 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 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 the ordinary rate of pay (or 250% of the ordinary rate of pay for a casual Employee which incorporates the casual loading) 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.

31.5. Rest break during overtime

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

31.6. Recall to work when on call

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

31.7. Recall to work when not on call

(a) An Employee who is not required to be on call and who is recalled to work after leaving the Employer's premises will be paid for a minimum of four hours work at the appropriate overtime rate.

(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

32 Shiftwork

32.1. Employees working afternoon or night shift shall be paid the following percentages in addition to their ordinary rate of pay, for such shift. Provided that part-time and casual Employees will only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

(a) 10% of the ordinary rate of pay for afternoon shift commencing after 10:00 a.m. and before 1:00 p.m.

(b) 12.5% of the ordinary rate of pay for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.

(c) 15% of the ordinary rate of pay for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.

(d) 10% of the ordinary rate of pay for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.

32.2 The shift penalties prescribed in this clause will be paid in addition to the casual loading for casual Employees. For example, a casual Employee working a night shift that commences before 4:00 a.m. will be paid at the rate of 140% of the ordinary rate of pay, with such incorporating the casual loading and the applicable night shift penalty.

32.3 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 29 —Saturday and Sunday work and clause 35—Public holidays applies.

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

33 Higher Duties

33.1 An Employee engaged in any duties carrying a higher ordinary rate of pay than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher ordinary rate of pay 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

33.2 Higher duties allowance does not apply to Registered Nurse levels 4 and 5, unless in the case where a Registered Nurse Level 4 is engaged in carrying out Registered Nurse Level 5 duties for a period exceeding two weeks. In such cases the Employee will be paid in accordance with the appropriate Registered Nurse Level 5 ordinary rate of pay as prescribed in Schedule C for the full period of the relieving.

Part 6—Leave and Public Holidays

34 Annual Leave

Annual leave is provided for in the NES.

34.1. Quantum of annual leave

(a) Paid annual leave is to accrue in accordance with the NES as follows:

(i) Full time Employees – four weeks annual leave

(ii) Full time shift workers – five weeks annual leave

(iii) Part time Employees – four weeks annual leave on a pro rata basis

(iii) Part time shift workers – five weeks annual leave on a pro rata basis

(b) For the purposes of the NES and this clause, a shift worker is an Employee who is not a day worker as defined in clause 23 (a) Span of Hours.

34.2. Taking of leave

(a) 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 must 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 clause 34.7.

34.3. Payment for annual leave

(a) Employees shall receive their ordinary pay during all periods of paid annual leave, plus applicable annual leave loading in accordance with clause 34.5. Ordinary pay for the purposes of paid annual leave means payment at the ordinary rate of pay for the Employee's ordinary hours of work in the period over which paid annual leave is taken.

(b) Before going on annual leave, an Employee may request to be paid their ordinary pay in relation to the period over which paid annual leave will be taken, plus applicable leave loading.

(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.

34.4. Cashing out of annual leave

By mutual written agreement of the Employer and Employee, an Employee may "cash out" an amount of annual leave credited to them (in lieu of the amount of annual leave) subject to the following:

a) An Employee may elect to "cash out" an amount of annual leave on one occasion per annum during the life of this Agreement; and

b) The amount that may be "cashed out" per annum during the life of this Agreement is any of the accrued leave in excess of four weeks; and

c) The Employee who wishes to "cash out" an amount of annual leave must have taken a minimum of 1 week's annual leave in the preceding 12 months; and

d) On each occasion the Employee wishes to "cash out" an amount of annual leave, the Employee must advise the Employer in writing, of the Employees election to "cash out" an amount of annual leave and the amount of annual leave to be "cashed out"; and

e) An Employee cashing out leave will be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that they are forgoing; and

f) Each cashing out of a particular amount of annual leave must be by a separate written agreement.

g) In a case of genuine hardship or emergency a second written application for cashing out leave per annum may be made in writing by the Employee to the Employer. In such cases the Employee is not required to take a period of annual leave. The Employer will make a decision about whether to grant cashing out of additional leave on the individual circumstances.

h) In any case, an Employee's "bank" of annual leave accrued must never fall below 4 weeks, as a result of cashing out annual leave.

34.5. Annual leave loading

(a) In addition to their ordinary pay, an Employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

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

(i). an annual leave loading of 17.5% of ordinary pay; on a maximum of 190 hours/five weeks annual leave per annum; or

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

(c) When the employment of an Employee is terminated, and at the time of the termination the Employee has accrued untaken annual leave, the Employee shall be paid their leave loading entitlement for the accrued untaken annual leave.

34.6. Payment of annual leave on termination

If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employee will be paid the amount that would have been payable to the Employee had the Employee taken that period of leave.

34.7. Direction to take leave

(a) The Employer may direct an Employee take a period of annual leave where the Employee has accrued excessive annual leave. Excessive annual leave is defined as accrued leave in excess of 8 weeks (or 10 weeks in the case of a shift worker Employee).

(b) The Employer may direct an Employee with excessive annual leave to take a period of annual leave after not less than eight weeks' and not more than 12 months' notice to the Employee, provided:

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

(ii) the Employer will not unreasonably refuse to agree to an Employee's leave reduction plan which 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;

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

(iv) the direction will not be inconsistent with any leave arrangement agreed between the Employer and Employee.

35 Public Holidays

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

35.1. Payment for work done on public holidays

(a) All ordinary hours worked by a full-time or part-time Employee on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the Employee elects, the Employee will be paid at the rate of 150% of the ordinary rate of pay for all time worked 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 34.5.

(b) The election in clause 35.1(a) will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of the Employer.

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

(d) For the purposes of this Agreement, the following shall be deemed to be public holidays:

New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Birthday of the Sovereign; Labour Day; Christmas Day; Boxing Day)

35.2. In addition to those named public holidays specified in sub-clause 35.1(d), Employees 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 gazetted public holiday for that calendar year.

35.3. Public Holiday Substitution – State Law

(a) If, under (or in accordance with a procedure under) a law of New South Wales, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 35.1(d), then the substituted day or part-day is the public holiday.

(b) Any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

35.4. Public holiday substitution

An Employer and the Employees may, by agreement, substitute another day for a public holiday.

35.5. Public holidays occurring on rostered days off

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–Friday Employees.

35.6. Part-time Employees

(a) A part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.

(b) A part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary rate of pay for their ordinary hours of work on that day, in accordance with section 116 of the Act.

35.7. Casual Employees

(a) A casual Employee will be paid for ordinary hours worked on public holidays at the following rate:

Employee	**Rate**
Casual Nursing Employee	250%
Casual Aged Care Employee	275%

(b) Payments under clause 35.7(a) are instead of and replace and are in lieu of any casual loading otherwise payable under this Agreement.

36 Ceremonial Leave

An Employee who is legitimately required by Aboriginal or Torres Strait islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to two (2) working days' paid leave and eight (8) working days unpaid leave in any one year, with the approval of the Employer. The paid leave does not accumulate from year to year, is available to full-time and part-time Employees only and is payable at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the paid leave is taken. For casual Employees, the ceremonial leave entitlement is 10 working days' unpaid leave.

37 Personal/Carer's Leave

37.1. A full-time and part-time Employee is entitled to 10 days of paid personal/carer's leave for each year of service. From the first full pay period on or after date of operation of the Agreement, pay slips for full-time and part-time Employees will record their accrued paid personal/carer's leave balance.

37.2 An Employee (including a casual Employee) is entitled to unpaid carer's leave in accordance with the NES.

37.3 In accordance with the NES, paid personal / carer's leave will accrue progressively according to the Employee's ordinary hours of work, accumulate from year to year, and be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which paid personal / carer's leave is taken, in accordance with the NES.

37.4 Subject to clause 39, all other provisions regarding personal/carer's leave are provided for in the NES.

37.5. 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 ordinary pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the normal ordinary pay and the workers compensation payment.

37.6 Pooled Serious Injury, Illness and Emergency Leave Fund

(a) All Employees employed by the Employer will be entitled to access a pooled Emergency and Serious Illness/Injury Leave Fund (**Fund**) of 7,000 hours per year (1 July to 30 June).

(b) The Fund will provide paid leave to successful applicants where they have exhausted (or are likely to exhaust) their accrued personal/carer's leave due to an emergency or serious illness or injury to either themselves or a member of their immediate family as defined in clause 3.1.

(c) To be eligible to draw on the Fund, an injury or illness which requires leave of in excess of 10 working days must be supported by a detailed medical certificate defining the nature of the injury or illness. The Employer (at their expense) has the right to request an independent medical certificate as to confirm the incapacity to work. The Fund is not available for any injury or illness that is the subject of a Work Cover claim or entitlement.

(d) Each General Manager must provide an Employee who they know may fit the criteria for access to the Fund with information about the Fund.

(e) Where an Employee wishes to access the Fund, a written application must be made directly to the National, People & Culture Manager via the Employee's General Manager and must be accompanied by evidence that is reasonable in the circumstances. The criteria for access to the Fund will include:

(i) a serious or life-threatening illness or disease (for example cancer, a psychiatric episode requiring hospitalisation, cardio-thoracic or orthopaedic surgery etc.); and/or

(ii) an operation, accident or injury that requires an extended recovery period (e.g. a hip replacement, gynaecological surgery, bunion removal, fractures etc. and/or

(iii) a significant injury or illness which requires leave of 10 or more working days (e.g. back spasms, complications of Crohn's disease, pneumonia, gastroenteritis, salmonella, etc.)

Please note that the examples above are illustrative only and do not constitute an exhaustive list.

(f) The usual maximum period of additional leave provided by the Fund to an Employee will be 8 weeks in any one year. Provided that in exceptional circumstances and upon a separate written application, the Employer may extend the leave provided based on the circumstances of the case.

(g) The 7,000 hours in the Fund will be replenished on 1 July of each year.

(h) The pool will be reviewed at the negotiation of the next enterprise agreement by the Employer and unions covered by this Agreement. However, after two years of operation if the pool hours are not sufficient to meet demand or there are other issues associated with the operation of the Pool Fund that require amendment, the Employer will contact the unions and consult about any proposed changes. Should such changes not be agreed the parties seek the assistance of the Fair Work Commission under the dispute resolution procedure of this Agreement.

(i) A dispute over a decision to not grant Leave under this clause may be referred by an Employee or their Union for reconsideration under the Dispute Resolution Procedure of this Agreement.

38 Compassionate Leave

38.1 An Employee is entitled to 2 days of compassionate leave for each occasion when:

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

(i) Contracts or develops a personal illness that poses a serious threat to their life or

(ii) Sustains a personal injury that poses a serious threat to their life; or

(iii) Dies

(b) a child is stillborn (as defined in the Act), where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or

(c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act), provided further that the leave entitlement does not apply to a former spouse or former de facto partner of the Employee, or if the miscarriage results in a stillborn child.

38.2 Subject to clause 39, all other provisions regarding compassionate leave, including payment for compassionate leave taken by full-time and part-time Employees, are provided for in the NES.

39 Personal/Carer's leave and Compassionate Leave Proof and Notice Requirements:

39.1 Notice of absence

As far as is practicable, an Employee must inform their supervisor within 24 hours of the commencement of the absence, advising the nature / reason of the absence, the estimated duration of the absence. and, in the case of carer's leave, the relationship to the Employee of the person requiring the Employee's care or support. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of such absence at the first practicable opportunity.

39.2 Requirement of a Medical Certificate and/or the production of reasonable proof:

(a) Subject to subclause (d), if any personal leave absence due to illness or injury exceeds two consecutive working days, the Employee is required to provide a medical certificate, or a statutory declaration, or other reasonable evidence, covering the total period of the absence and stating the reason for the leave.

(b) To be eligible for carer's leave the Employee is required to provide a medical certificate, or statutory declaration, or other reasonable evidence, stating that an immediate family/household member is ill or injured or is affected by an unexpected emergency, and requires the care or support of the Employee.

(c) If an Employee intends to take compassionate leave, the Employee will, if required by the Employer, provide to the satisfaction of the Employer reasonable proof of the need to take such leave.

(d) Notwithstanding 39.1(a), the Employer may require an Employee to provide a medical certificate or statutory declaration in respect to an absence on account of personal/carer's leave, where:

(i) the absence is immediately before, during or after a period of annual leave or a public holiday;

(ii) the absence or is immediately before or after a day the Employee is not rostered to work;

(iii) the Employee has been absent on 6 separate occasions or more within the 6 month period.

40. Long Service Leave

40.1. Casual Employees will be entitled to long service leave in accordance with the *Long Service Leave Act 1955 NSW).* Provisions for full-time and part-time Employees shall be in accordance with the relevant NAPSA as follows:

a) For Nursing Employees - Nursing Homes, & C., Nurses' (State) Award; and

b) For Aged Care Employees - Aged Care, General Services (State) Award

40.2. However, from 1 January 2015, an Employee shall only be entitled to be paid their pro-rata long service on termination after 7 years' service. {If however, an Employee is made redundant they will be entitled to be paid their pro- rata service leave after five years' service}.

40.3. Taking of Long Service Leave

(a) The Employee and the Employer may agree when the Employee is to take long service leave. If the Employee and the Employer cannot agree, the Employer may decide when the Employee is to take leave by giving the Employee at least 3 months written notice of the date the Employee must take at least 4 weeks long service leave. 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 facility 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 facility while a member of the Defence Forces of the Commonwealth in time of war.

(2) Any period of absence on leave without pay not exceeding six months

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

40.4 Subject to subclause 40.1, 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.

41 Community Service Leave

41.1. Emergency Services Leave

In addition to the unpaid community services leave entitlement set out in the NES, paid emergency services leave may be granted to enable full-time and part-time Employees to attend a community service emergency during their ordinary working hours, subject to the conditions below. This applies only to activities which are not regarded as part of the Employee's work with the Employer and which are not covered by other forms of leave.

(a) Employees who are members of a voluntary emergency organisation are required to provide evidence of their membership prior to being eligible to access this as paid leave.

(b) As soon as practicable, Employees must request leave to their manager detailing their attendance at an emergency together with proof of their requirement to attend and the length of absence

(c) Employees shall be paid at the ordinary rate of pay for their ordinary hours of work in the period over which the paid leave is taken, up to a maximum of 3 days per annum.

(d) Employees who require periods of absence from the workplace longer than 3 days shall not be unreasonably refused such a request, however it shall be taken as unpaid leave and must take into consideration the operational needs of the business.

41.2. Jury Duty

An Employee required to appear and serve as a juror in any court shall be entitled to be paid at their ordinary rate of pay for their ordinary hours in the period during which attendance at court is required.

(a) Employees must as soon as practicable provide proof of their requirement to attend jury duty to their manager. The Employee shall provide a copy of the summons to

attend jury duty and a record of payments received from the courts as proof of attendance.

(b) The Employee shall be required to reimburse to the Employer any monies payable to the Employee from the courts for such attendance (excluding expenses) which required the Employee's absence from work.

This clause excludes casual Employees.

42 Parental Leave

In addition to Parental Leave provided for in the NES

(a) Full time and part time Employees, who are eligible for unpaid parental leave under the NES, will also be entitled to paid parental leave at ordinary pay, from the date the paid parental leave commences. "Ordinary pay" for the purpose of the paid primary carer leave and paid partner leave is payment at the Employee's ordinary rate of pay based on their contracted hours or their regular roster pattern, whichever is the greater. When determining the Employee's regular roster pattern for the purpose of this clause, the Employer will apply the regular roster pattern worked by the Employee prior to any change to the Employee's roster pattern that was a result of the pregnancy / adoption for which the parental leave is taken.

(b) Paid parental leave includes:

(i) 5 weeks paid primary carer leave for an eligible full-time and part-time Employee who will be the child's primary carer at the time of the birth (or placement in the case of adoption) of the child;

(ii) 5 weeks primary carer leave return to work incentive; please refer to 42 (c)

(iii) 4 weeks paid partner leave for an eligible full-time or part-time Employee who will not be the child's primary carer at the time of the birth or placement (in the case of adoption) of the child.

(c) Primary carer leave return to work incentive

Full time and part time Employees who, at the completion of a period of unpaid parental leave (which includes a period of paid primary carer) following the birth of a child, returns to work with the Employer and completes a continuous period of 3 months or more, will receive a one off payment. This payment will be equivalent to 5 weeks' pay calculated on the average weekly hours worked in the 12 months before the leave commenced at their ordinary rate of pay.

(d) A full-time or part-time Employee eligible for unpaid parental leave under the NES is also entitled to a paid period of 5 weeks special parental leave where the Employee has been pregnant and the pregnancy has either terminated within 20 weeks of the expected date of birth resulting in a stillborn birth or there has been a neo-natal death.

(e) The entitlement to paid leave set out at clause 42(b) for an eligible Employee will be less any paid leave already taken in accordance with the "paid no safe job leave" provisions of the Act.

43 Special Disaster Leave

43.1 All permanent Employees are entitled to three (3) days paid special disaster leave per calendar year.

43.2 Special disaster leave can only be taken as a result of a natural disaster in the specific area the Employee lives, and the Employee is unable to attend work due to:

(i) their place of residence being under imminent threat of major damage;

(ii) the lives of their immediate family or household are threatened;

(iii) the formal closure of a road(s) which is the Employee's normal travel route to work and no alternative travel route is available.

43.3 Special disaster leave is non-cumulative and is approved at the discretion of the Employer. Payment of this leave is at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.

44 Infectious Diseases Leave

44.1 All full-time and part-time Employees with at least 12 months' continuous service with the Employer are entitled to a total of three (3) days paid infectious disease leave per calendar year.

44.2 Paid infectious diseases leave in accordance with this clause 44:

(a) is available where the full-time or part-time Employee is unfit for work due to contracting an infectious disease (e.g., COVID-19, influenza etc.) and the Employee provides evidence of such to the satisfaction of the Employer (e.g., medical certificate confirming the nature of the illness, or a Rapid Antigen Test confirming the Employee's positive testing to COVID-19);

(b) is non-cumulative and paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.

Part 7-Other Matters

45. Performance Appraisal & Review

45.1 The Employer is committed to Employees receiving feedback about their performance so that they are clear about the expectations of their role and the valued contribution that they make toward delivering high quality care for residents. As such, all Employees will participate in an annual performance appraisal and review process.

45.2 The aims of this process are so that Employees:

a) know what is expected of them;

b) receive feedback on progress and recognition for good work;

c) are able to identify opportunities for improvement and development including through nominating relevant training opportunities they would like to pursue;

d) have increased job satisfaction and motivation through achieving workplace goals,

e) it also allows the Employer to manage people's performance in order to:

f) improve efficiency & productivity;

g) develop a culture and climate of trust and respect between Employees;

h) retain & reward high performers;

i) reward and recognise contributions and accomplishments

45.3 In some instances an Employee's performance may not be satisfactory. Where an Employee has been advised their performance is unsatisfactory and a performance counselling process has commenced, the Employee will not progress to the next pay point increment within their classification (where applicable) until they have fully met the standards required within their performance improvement plan timeframe. Such a timeframe shall not exceed 3 months.

45.4 If the Employee fully meets the required performance standards within the timeframe they will progress to the next pay point increment and their pay adjusted to the appropriate date the progression would have taken effect.

45.5 If, at conclusion of the performance improvement plan, the Employee continues to not fully meet satisfactory performance the Employee will not be considered for progression until the following review period.

45.6 Staff prevented from progression through circumstances beyond their control will not be disadvantaged.

46. Disciplinary Action

Prior to determining whether to discipline, or terminate the employment of an Employee on grounds, other than grounds that would justify summary dismissal including serious misconduct as defined under the Act, the Employer shall:

(a) inform the Employee that disciplinary action or the termination of their employment is being considered; and

(b) advise the Employee of the reasons for possible disciplinary action or termination; and

(c) provide the Employee with an opportunity to respond to any allegations regarding their conduct or performance and in the case of possible termination, to show cause why their employment should not be terminated.

(d) An Employee shall be given reasonable time to respond.

47. Learning and Development

47.1. Learning and development

Training helps improve skills, create an increased enthusiasm for work and contributes to growth and innovation. The Employer provides a range of training opportunities for all staff. It is important that the delivery of training achieves the best possible result for the organisation, the staff and deliver a return on time and financial investment. There are three levels of learning at Opal HealthCare:

Level 1 Induction

Training is provided in general organisational awareness which ensures that staff members have good working knowledge of the organisation, its departments, and the roles of other staff members.

Level 2 Compliance

Training is provided in mandatory fields, which ensures that staff members are equipped to work in a safe manner, compliant with Occupational Health and Safety Standards and applicable accreditation standards.

Level 3 Discretionary

Training is provided in specific job-related skills training and networking opportunities, which ensure that staff members are equipped to perform their individual workplace roles effectively and efficiently.

All staff members are required to participate at the Induction and Compliance level. Involvement in training at the Discretionary level is dependent on strategic objectives, facility needs, and staff member skill levels, and will be discussed during annual performance reviews or during an internal application process.

Where an approved training program is undertaken during a staff member's ordinary working hours, the Employer agree to pay the staff member their ordinary pay.

48 Training for Nurses

(a) The Employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.

(b) The Employer will make training available to nurses other than Nursing Assistants to assist those Employees to maintain professional registration or endorsement.

(c) The Employee shall provide to the Employer details of their attendance at in-service training and the Employer shall keep a record of this attendance.

(d) Where practicable, such training shall be provided to Employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:

(i) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the Employer.

(ii) An Employer shall provide Employees with two weeks' notice of the requirement to attend compulsory face-to-face training outside of their normal rostered working hours.

(iii) Notwithstanding clause 31 Overtime, attendance at such training shall be paid at the ordinary rate of pay.

(iv) Attendance at such compulsory in-service training outside the normal rostered working time of an Employee shall not affect the ordinary rate of pay paid to the Employee during normal rostered working time. Such time spent in attendance shall not constitute or be included in the calculation for overtime for the purpose of this Agreement, subject to clause 48(d) below.

49 In Service Education & Training

(a) 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:

(i) Fire and emergency training,

(ii) Manual handling training,

(iii) Infection control,

(iv) Food handling,

provided by the Employer in each twelve month period or as required.

(b) Where the Employee attends compulsory training other than during the course of a rostered shift, the Employee shall be entitled to be paid the ordinary rate of pay with a minimum 2 hours' pay or the length of the training, whichever is the greater. Such time spent in attendance at the compulsory training by the Employee shall not be viewed as, or be included in the calculation for, overtime for the purpose of this Agreement, subject to clause 49(d).

(c) E-learning

(i) The Employer may require Employees to complete training modules through e-learning and such modules will normally be completed within the ordinary working hours in the workplace.

(ii) The Employer will allocate an amount of time and adequate computer resources for the completion of each training module.

(iii) With prior approval from the manager and the agreement of the Employee, modules may be completed outside of working hours. When an Employee completes a module outside of working hours, the Employee will be paid at their ordinary rate of pay (together with the casual loading in the case of a casual

Employee) for the allocated time taken to complete the module. Such allocated time spent completing the module shall not be viewed as or included in the calculation of hours for overtime for the purposes of this Agreement, subject to clause 49(d) below.

(iv) Where an Employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur.

(d) Up to 12 hours per calendar year of attendances at compulsory training (including allocated time for the completion of mandatory e-learning in accordance with clause 49(c)) and mandatory Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative may be undertaken outside an Employee's ordinary hours and be paid at the Employee's ordinary rate of pay (together with the casual loading in the case of a casual Employee). Payment at the applicable overtime rate will apply for any such time spent in excess of 12 hours in the calendar year

50 Representation of Staff

50.1 The Associations/Unions and the Employer will work to develop a respectful relationship based on trust and cooperation within the framework of our respective roles. It is agreed that Employees have a right to organisation and representation in their working lives. To give this effect, the following is agreed.

50.2 Before exercising entitlements under clause this clause 50, a staff delegate must give the Employer written notice of their appointment or election as a staff delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election. An Employee who ceases to be a staff delegate must give written notice to the Employer within 14 days.

50.3 Staff delegates and right of representation

The Employer will recognise and respect the role of staff delegates and Branch officials to represent the industrial interests of Eligible Employees who wish to be represented by the staff delegate or Branch Official in matters including:

(i) consultation (about major workplace change or changes to rosters or ordinary hours of work);

(ii) resolution of disputes;

(iii) disciplinary procedures;

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

(v) posting authorised materials on notice boards and other appropriate places;

(vi) convening meetings of staff to discuss issues;

(vii) representing local issues to appropriate managers;

(viii) liaising with the officials of their respective Unions;

(ix) any process or procedure within the Agreement or policy of the Employer under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

50.4 It is agreed that to carry out this role in clause 50.3, the staff delegate shall have access to reasonable paid time within their normal working hours to conduct their role. It is agreed that staff delegates will have access to paid leave in accordance with and subject to clause 50.5 for training in their role and in the representative bodies of their union. Where the paid leave in accordance with clause 50.5 is exhausted, a staff delegate who complies with the requirements in clause 50.5 may access up to 3 days' leave per calendar year – such leave will be unpaid, however the staff delegate may use accrued annual leave, where approved, for this purpose. The secondment of Employees to work with the Union may also be agreed from time to time.

50.5 Representative leave to attend union courses or conferences shall be as follows:

(a) The Employer must provide a staff delegate with access to up to 5 days of paid time during normal working hours for initial training and at least 1 day each subsequent year, to attend training related to representation of the industrial interests of Eligible Employees, subject to the following conditions:

(i) the staff delegate must give the Employer not less than five weeks' notice (unless a shorter period of notice is agreed between the staff delegate and the Employer) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider;

(ii) the Employer must advise the staff delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the staff delegate's access to paid time during normal working hours to attend the training has been approved. The approval of leave must have regard to the operational requirements of the Employer and such approval will not be unreasonably withheld;

(iii) in each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one staff delegate per 50 Eligible Employees;

(iv) the number of Eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of Eligible Employees who are: full-time or part-time Employees; or regular casual Employees;

(v) payment for a day of paid time during normal working hours is payment of the amount the staff delegate would have been paid for the hours the staff 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;

(vi) the staff 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.

(b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

50.6 Entitlement to reasonable access to the workplace and workplace facilities

(a) The Employer must provide a staff delegate with access to or use of the following workplace facilities: a room or area to hold discussions that is fit for purpose, private and accessible by the staff delegate and Eligible Employees; a physical or electronic noticeboard; electronic means of communication ordinarily used in the workplace by the Employer to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi; a lockable filing cabinet or other secure document storage area; and 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 50.6(a) if: the workplace does not have the facility; or 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 the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

50.7 Entitlement to reasonable communication

(a) A staff delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under clause 50.3. This includes discussing membership of the delegate's organisation and representation with Eligible Employees.

(b) A staff delegate may communicate with Eligible Employees during working hours or work breaks, or before or after work.

50.8 Exercise of entitlements under clause 50

(a) A staff delegate's entitlements under clause 50 are subject to the conditions that the staff delegate must, when exercising those entitlements:

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

(ii) comply with the reasonable policies and procedures of the Employer (such policies are not incorporated into and do not form part of this Agreement), including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent Eligible Employees exercising their rights to freedom of association.

(b) Clause 50 does not require the Employer to provide a staff delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.

(c) Clause 50 does not require an Eligible Employee to be represented by a staff delegate without the Employee's agreement.

50.9 In this clause 50:

(a) Eligible Employees means members and persons eligible to be members of the staff delegate's organisation who are employed by the Employer in the enterprise.

(b) delegate's organisation means the employee organisation in accordance with the rules of which the staff delegate was appointed or elected.

51 Requests for flexible working arrangements

51.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

51.2 An Employee may request a change to working arrangements if the following circumstances apply to the Employee:

a) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;

b) the Employee is a carer (within the meaning of the Carer Recognition Act 2010);

c) the Employee has a disability;

d) the Employee is 55 or older;

e) the Employee is pregnant;

f) the Employee is experiencing family and domestic violence;

g) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing family and domestic violence.

Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

51.3 To avoid doubt, and without limiting Clause 51.2, an Employee who:

a) is a parent, or has responsibility for the care, of a child; and

b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the Employee to care for the child.

51.4 An Employee other than a casual Employee is entitled to make a request if the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request.

51.5 A casual Employee is entitled to make a request if, immediately before making the request, they are a regular casual Employee (as defined in the Act) who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months, and they have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

51.6 The request must:

a) be in writing; and

b) set out details of the change sought and of the reasons for the change.

51.7 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request, or setting out the agreed change if, following between the Employer and Employee, the Employer and Employee agree to a change to the Employee's working arrangements that differ from that set out in the request. If the request is refused, the written response must include details of the reasons for the refusal.

51.8 In accordance with the NES, the Employer may refuse the request only if:

a) the Employer has discussed the request with the Employee and genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances in respect of which the request has been made;

b) the Employer and Employee have not reached such an agreement;

c) the Employer has had regard to the consequences of the refusal for the Employee; and

d) the refusal is on reasonable business grounds.

51.9 The further details of flexible working arrangement requests, including the process for the Employer to follow for considering and before responding to a flexible working arrangement request, and the requirements for the Employer's written response if the request is refused or if a different change in working arrangement is agreed, will be in accordance with the NES.

51.10 A dispute relating to a refusal by the Employer to a flexible working arrangement request made by an Employee under s.65(1) of the Act, or a failure by the Employer to provide a written response under s.65A of the Act within 21 days of the Employee making the request, will be handled in accordance with clause 9 (Dispute Resolution).

52. Transition to Retirement

52.1 The Employer wants to retain its experienced talent by offering options to its Employees who are considering retirement through a transition to retirement plan. A transition to retirement plan will allow Employees to transition from the workplace into retirement.

52.2 Employees need to put a request in writing to their manager for a transition to retirement plan. The request will be discussed between the manager and the Employee.

52.3 Approval for a transition to retirement plan will need to be approved by the Employer and take into consideration the operational needs of the business, standardised rosters, the Employees performance and an Employee's skills and experience to participate in a transition to retirement plan.

53. Police Checks

(a) The Employer will pay for police check renewals for permanent Employees who have undertaken a minimum of two and a half years continuous service with the Employer.

(b) The Employer shall ensure that all checks are conducted in a confidential manner.

54. Workplace Health and Safety

54.1. The Employer is committed to continuous improvement in health and safety standards and has established consultative arrangements which are in accordance with the relevant occupational health and safety act and regulations. The Employer ensures ongoing training and support for managers, supervisors and staff in respect to work health and safety standards.

54.2. 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 of pay for the actual time spent in attendance at such meetings. Such time spent in attendance shall not constitute, or be included in the calculation of hours for, overtime for the purposes of this Agreement, subject to clause 49 above.

54.3**. Bullying, discrimination & harassment**

The Employer is committed to providing a safe and healthy work environment for all Employees that is free from harassment, discrimination and bullying. This means that the Employer will take all reasonable steps to prevent any unwanted harassment, discrimination or bullying behaviours in the workplace.

Where an Employee experiences what they believe to be inappropriate workplace behaviours they could take the following actions:

(a) Tell the person (in a non -aggressive manner) that their behaviour is unacceptable, and that it must stop.

(b) Seek guidance from their Manager, Regional General Manager, People & Culture or Work Health and Safety representative.

(c) Use the Complaints and Grievance Policy (as varied from time to time) or the Whistleblower Policy (as varied from time to time) to report the behaviour or incident – such policies are not incorporated into and do not form part of the Agreement.

(d) Access the Employer's Employee Assistance Programme (EAP) for confidential counselling services.

It is the responsibility of all Employees and managers to behave in a manner that complies with the Employer's policies (as varied from time to time) related to bullying, harassment and discrimination in the workplace. For the avoidance of doubt, such policies are not incorporated into and do not form part of the Agreement. Any reports of discrimination, harassment or bullying will be treated seriously and all reasonable steps will be taken to investigate and resolve the matter.

Nothing in the Agreement prevents an Employee from seeking support from any relevant jurisdiction or from engaging with the relevant Associations or another representative.

55 Family and Domestic Violence Leave

This clause applies to all Employees, including casuals.

55.1 Definitions

(a) In this clause:

(i) *family and domestic violence* means violent, threatening or other abusive behaviour by a close relative of an Employee, or a member of the Employee's household, or a current or former intimate partner of an Employee, that seeks to coerce or control the Employee and that causes them harm or to be fearful.

(ii) *close relative* of an Employee is another person who is:

(1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

(2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

(3) related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of close relative in clause (a)(ii) includes a former spouse or de facto partner.

55.2 Entitlement to leave

(a) A full-time or part-time Employee is entitled to 20 days' paid leave and a casual Employee is entitled to 10 days' paid leave, calculated at the Employee's full rate of pay

as defined in the Act, to deal with family and domestic violence in accordance with clause 55.3 below), as follows:

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

(ii) the leave does not accumulate from year to year.

(b) For casual Employees:

(i) the leave entitlement is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;

(ii) without limiting subclause (b)(i) above, a casual Employee 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;

(iii) they may take a period of family and domestic violence leave in accordance with clause 55.3 that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.

(c) 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.

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

55.4 Taking leave to deal with family and domestic violence

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

(i) is experiencing family and domestic violence; and

(ii) 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 ordinary hours of work.

(b) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a close relative (including relocation), attending court hearings, or accessing police services.

55.5 Service and continuity

(a) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. Paid leave will count as service.

55.6 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:

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

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

(b) Evidence

(i) 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 55.3.

(ii) 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.

55.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 55.5(b), is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 55prevents 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.

(c) The Employer acknowledges that 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 and Employee may consult about the handling of sensitive information.

55.8 Compliance

(a) An Employee is not entitled to take leave under clause 55unless the Employee complies with clause 55.

56 Opal HealthCare Standard Roster

(a) The Employer and Employees covered by this Agreement acknowledge and agree that safe staffing arrangements will be in place to ensure quality resident care.

(b) The Employer rosters Employees in accordance with the Opal HealthCare standard roster. The Employer is committed to the standard roster providing safe staffing for quality care of residents and a fair and reasonable workload for staff.

(c) The Opal HealthCare standard roster is developed taking into account the following factors:

- Mandated Care Minutes

- Occupancy levels
- Acuity of residents and care required
- Layout of facility
- Skill mix of staff
- Skill mix of nurses (supported by an RN led model consisting of Registered Nurses or Enrolled Nurses and Nursing Assistants).

(d) The Employer commits to replacing staff absences to ensure that the standard roster is filled. If non replacement of staff absences on the roster is a repeated occurrence then the matter will be dealt with in accordance with sub clause (f).

(e) If an Employee or Employees identifies the standard roster is not providing safe staffing for the quality care of residents or safe staffing to provide fair and reasonable workloads for an Employee or Employees then the steps outlined in sub clause (f) apply.

(f) The matters listed above in sub clauses (a) – (e) should be raised with the facility manager, regional manager, work health and safety committee or human resources in the first instance. The matter can be raised by an individual, a group of Employees or by the relevant Association on behalf of the member/s.

(g) When a matter is raised in accordance with clauses (a), (e) or (f) a solution will be explored promptly between Employee/s and their manager. If a solution cannot be identified then the matter should be escalated to the applicable regional manager/general manager or other relevant senior managers.

(h) If the issue is still unresolved, the Employee/s may advance the matter through Clauses 9 - Dispute Resolution with the exception of referring to FWC for arbitration (other than by consent of the parties to the dispute).

57 Gender Affirmation Leave

57.1 The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender transition or otherwise seeking to affirm their gender.

57.2 Employees may affirm their gender or give effect to their gender transition in a number of different ways. Employees are not required to undergo or have undergone any specific type of procedure (such as surgery or hormone therapy) in order to access gender affirmation leave under this clause.

57.3 Employees who identify as transgender and/or gender diverse are entitled to access gender affirmation leave for the purpose of undergoing essential gender affirmation or transition procedures.

57.4 Essential gender affirmation procedures may include:

(a) medical or psychological appointments; or

(b) hormonal appointments; or

(c) surgery and associated appointments; or

(d) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or

(e) any other similar necessary appointment or procedure, as agreed

with the Employer, to give effect to the Employee's transition.

57.5 An Employee is not required to have exhausted or otherwise utilised another type of leave before accessing gender affirmation leave.

57.6 Gender affirmation leave will not accrue from year to year, and cannot be cashed out on termination of employment.

57.7 Annual leave accrues when an Employee is utilising paid gender affirmation leave.

57.8 An absence from work on paid or unpaid gender affirmation leave will count towards continuous service. Use of gender affirmation leave by an Employee will not break their continuous service.

Amount of gender affirmation leave available

57.9 Full-time and part time Employees are to have access to:

(a) up to 2 weeks (10 days) paid gender affirmation leave; and

(b) up to 50 weeks of unpaid gender affirmation leave.

57.10 Casual employees are to have access to up to 52 weeks of unpaid gender affirmation leave.

57.11 Use of the wording “up to” in this Clause 57 is not intended to imply there is discretion to limit the amount of leave to a quantity less than that provided in 57.9 and 57.10. Where an Employee is eligible to access gender affirmation leave under this clause, they are entitled to utilise the full extent necessary for the procedure(s) and any reasonable associated travel and recovery, up to the maximum quantities expressed in 57.9 and 57.10.

Notice and evidence requirements

57.12 An Employee wishing to access gender affirmation leave should discuss their intention to take leave with the Employer as soon as reasonably practicable.

57.13 An Employee is to make an application to the Employer for gender affirmation leave accompanied by supporting documentary evidence where appropriate. The application must provide the Employer with at least four (4) weeks’ written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.

57.14 Documentary evidence may include any of the following:

(a) a medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or

(b) a written referral, issued by a registered health practitioner, to a counsellor; and/or

(c) a document issued by a counsellor; and/or

(d) a legal or other document issued by a state, territory or federal government organisation; and/or

(e) a statutory declaration.

57.15 An Employee is not required to:

(a) provide extensive detail as to what gender affirmation procedures are being undertaken;

(b) supply sensitive personal information in supporting documentation; beyond confirmation of intention to engage in gender affirmation procedure/s provided by way of evidence as at 57.14 above.

58 Care Minutes

58.1 Opal HealthCare is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality resident care and keeping within the aged care accreditation standards which take into account the level of care appropriate for the assessed needs of the resident, and the mandated Care Minutes.

58.2 As part of Opal HealthCare's commitment, over the life of this Agreement, Opal HealthCare will:

(a) comply with the Department of Health and Aged Care's responsibility guide in calculating and implementing care minutes;

(b) make any rostering changes necessary to comply with subclause (a) above in consultation with staff;

(c) provide quarterly updates that transparently identify how care minutes are calculated, and any gaps identified to Employees on care minute outcomes, and consult with Employees to identify and address challenges.

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, or in the case of a part-time or casual Employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in clause Schedule A—Classification Definitions and knowledge gained through experience in the practice settings over such a period and in accordance with Clause 44.

A.1 Nursing Assistants

Nursing Assistants also otherwise known as Assistants in Nursing, provide nursing care and other duties under the direction of a Registered Nurse or Enrolled Nurse. The primary role of Nursing Assistants in nursing and care contexts is to observe and report to their supervising nurse about the processes involved in delivering services and the outcomes of that intervention or service. Where specific nursing tasks or responsibilities have been appropriately delegated to the Nursing Assistant by the supervising nurse the Nursing Assistant undertakes accountability for meeting the standards set by professional nursing codes and organisational policies and protocols. This includes the Nursing Assistant making the supervising nurse aware of any impediment to carrying out the delegation.

Nursing care means:

Nursing care carried out by Nursing Assistants in aged care and community care contexts is essentially a team effort where the goals of care are determined by the supervising nurse via the care plan for each individual and the policies and protocols of the employing organisation. Care includes attending to the bio-psycho-social needs of residents as well as ensuring that the environment of care and lifestyle activities is safe and conducive to the wellbeing of residents, visitors and other staff.

A1.1 Nursing Assistant – Without Certificate

Refers to a Nursing Assistant who is providing nursing care however does not hold a minimum Certificate III qualification.

- Employees employed before 1 July 2013 who do not hold a minimum Certificate III will be classified as ‘Third Year & Thereafter’
- Employees employed on or after 1 July 2013 who do not hold a minimum Certificate III will be classified as ‘without certificate’ and paid in accordance this classification as per the wage schedule.

A1.2 Nursing Assistant Qualified

Refers to a Nursing Assistant who is providing nursing care and holds a minimum Certificate III qualification, and is not a Nursing Assistant Specialist.

A1.3 Nursing Assistant Specialist

Refers to a Nursing Assistant or Personal Care Worker who is employed by the Employer as at or after the date of effect of the variation to the Agreement, who regularly (as defined in clauses 15.4(a)(iii) or 18.7(c) as applicable) performs medication shifts for which the Employer requires the Employee to hold a Certificate IV qualification (or equivalent qualification above Certificate III as determined by the Employer) as a minimum requirement by the Employer for the performance of the shifts.

A Nursing Assistant Qualified Employee or Personal Care Worker who holds a relevant medication competency certification, or who has completed the "HLTHPS007- Administer and Monitor Medications" unit of competency, and is endorsed by the Employer to assist with the delivery of medication, but is not classified as a Nursing Assistant Specialist, will be paid at the Nursing Assistant Specialist rate when performing a medication shift in accordance with clause 33 (Higher Duties) of the Agreement.

A.2 Enrolled Nurses

Enrolled Nurse (with Notation)

(a) An Employee will be appointed based on training and experience including:

(i) **Enrolled Nurse (with Notation)** means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation *"does not hold a Board Approved qualification in medicines administration"*

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

(iii) **APHRA** means the Australian Health Practitioner Regulation Authority.

(b) The Employee is required to demonstrate some of the following in the performance of their work:

• An ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;

• Observation skills to recognise and report deviations from stable conditions;

• Flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or

• Communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.3 Enrolled Nurse—

(a) Enrolled Nurse means a person registered with the NMBA as such and who does not have a notation on the AHPRA Register of Practitioners stating "not authorised to administer medications".

The Enrolled Nurse demonstrates competence in the provision of client-centred care as specified by the NMBA. An enrolled nurse provides clinically-focussed care under the direct or indirect supervision of a registered nurse. At all times, the enrolled nurse retains responsibility for his/her actions and remains accountable in providing delegated nursing care.

Enrolled Nurses may administer prescribed medicines or maintain intravenous fluids, in accordance with their scope of practice, educational preparation and the NMBA's professional practice standards.

A.3.1 Enrolled Nurse Pay Point 1:

(a) An Employee will be appointed to this level based on training and experience including:

(i) current registration as an Enrolled Nurse with the NMBA

The Employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- a developing ability in complex situations and in determining priorities in the delivery of nursing care within their scope of practice.

A.3.2 Enrolled Nurse—Pay Point 2

(a) An Employee will be appointed to this pay point based on training and experience including:

(i) current registration as an Enrolled Nurse with the NMBA

(ii) a minimum of 3572 hours of total experience as an EN pay point 1 in the provision of nursing care and/or services

The Employee is required to demonstrate the following in the performance of their work:

- An ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- Observation and assessment skills to recognise and report deviations from stable conditions;
- Flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- Communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.
- Assess the competence of Assistants in Nursing
- Provision of education in basic nursing practice to Assistants in Nursing

- Act to support appropriate aspects of orientation for newly appointed Enrolled Nurses Pay Point 1 as requested.

- Provide coordination within scope of practice to a team of Nursing Assistants and support staff in the delivery of care to a group of residents in a defined work area.

A.4 Registered Nurses

A.4.1 Registered Nurse—level 1 (RN1)

(a) An Employee at this level performs their duties:

(i) according to their level of competence; and

(ii) under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction.

(b) 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 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.4.3 Registered Nurse—level 2 (RN2)

(a) An Employee at this level may be an RN, CNS or CNE:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) 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.

(b) 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, student nurses and student EN's;

(c) 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.

A.4.4 Registered Nurse—level 3 (RN3)

(a) An Employee at this level:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) 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.

An Employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

(b) 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:

(i) 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.

(ii) 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.

(iii) 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 programs;
- 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.

A.4.5 Registered Nurse—level 4 (RN4)

(a) An Employee at this level:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) 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.

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).

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

(c) In addition to the duties of an RN3, an Employee at this level will perform the following duties:

(i) 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.

(ii) 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.

(iii) 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.

A.4.6 Registered Nurse level 5—(RN5)

(a) An Employee at this level:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) 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.

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

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

(c) 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.

A.5 Nurse Practitioner

A Nurse Practitioner:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

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

A.5.1 Role of a licensed Nurse Practitioner

(a) 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 /midwife in extended practice across stable, unpredictable and complex situations.

(b) 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.

A.5.2 Scope of practice

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

(a) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and

(b) 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

NON-CARE

Progression from Aged Care level one

Employees who are new to the industry and/or have less than three months work experience in the industry may be classified at this level. This level is designed solely as an entry level.

The following are the Aged Care (Non Care) Classifications:

B.1 Aged Care Employee—Level 1

Entry level:

An Employee who has less than three months work experience in the industry and performs basic duties:

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

A1. 1 An Employee at Aged Care Level One will only be eligible for progression to Aged Care Level Two if, the Employee:

(B) has completed three months continuous employment; and

(ii) has performed basic duties.

Indicative tasks performed at this level are:

- Laundry Hand
- Cleaner
- Kitchen Hand
- Assistant Gardener

A.2 Aged Care Employee—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:

- Receptionist (between 3 months and less than 1 years' experience)
- Laundry Hand
- Gardener (unqualified)
- Maintenance/handyperson (unqualified)
- Driver (less than 3 tonne)
- Kitchen hand
- Cleaner

A.3 Aged Care Employee—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:

- Receptionist (second and subsequent years of service)
- Roster Clerk
- Driver (less than 3 tonne) who is required to hold a St john ambulance first aid certificate
- Cook (unqualified)

A.4 Aged Care Employee—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:

- Receptionist
- Maintenance/Handyperson (qualified)
- Driver (3 tonne and over) who is required to hold a St john ambulance first aid certificate Gardner (trade or TAFE Certificate III or above) Cook (qualified trade certificate) Administration Officer

A.5 Aged Care Employee—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:

- Chef (trade qualified) – **NB**: if such employee is the single most senior food services employee engaged by the Employer at the facility, the applicable ordinary rate is the Aged Care Employee Level 5 (Direct Care) is the ordinary rate of pay.

A.6 Aged Care Employee—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:

- Maintenance tradesperson (advanced)
- Gardner (advanced)
- Senior Chef (trade qualified) - **NB**: if such employee is the single most senior food services employee engaged by the Employer at the facility, the applicable ordinary rate is the Aged Care Employee Level 6 (Direct Care) is the ordinary rate of pay.

A.7 Aged Care Employee—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:

- Administration Supervisor
- Catering Manager/Hospitality Manager/Chef – **NB**: if such employee is the single most senior food services employee engaged by the Employer at the facility, the applicable ordinary rate is the Aged Care Employee Level 7 (Direct Care) is the ordinary rate of pay.
- Administration Officer
- Maintenance Supervisor

DIRECT CARE

The Direct Care structure applies to Lifestyle, Personal Care Worker and Head Chef classifications only

Progression from Aged Care level one

Employees who are new to the industry and/or have less than three months work experience in the industry may be classified at this level. This level is designed solely as an entry level.

The following are the Aged Care (Direct Care) Classifications:

B.1 Aged Care Employee—Level 1
Entry level:

An Employee who has less than three months work experience in the industry and performs basic duties:

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

B1. 1 An Employee at Aged Care Level One will only be eligible for progression to Aged Care Level Two if, the Employee:

(i) has completed three months continuous employment; and

(ii) has performed basic duties.

B.2 Aged Care Employee—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:

- Personal Care Worker grade 1 (between 3 months and less than 1 years' experience)

B.3 Aged Care Employee—Level 3

An Employee at this level:

- is capable of prioritising work within established routines, methods 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 sound communication and/or arithmetic skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

- Personal Care Worker (unqualified with second or subsequent years of service)
- Recreational/Lifestyle activities officer (unqualified)

B.4 Aged Care Employee—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;
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and

- in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative tasks performed at this level are:

- Personal Care Worker grade 3 (Certificate III)
- Recreational/Lifestyle activities officer (Certificate III)

B.5 Aged Care Employee—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;
- 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:

- Personal Care Worker grade 4 (certificate IV)
- Recreational/Lifestyle activities officer (certificate IV)

B.6 Aged Care Employee—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.

B.7 Aged Care Employee—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:

- Personal care worker grade 5

Schedule C – Wages (Nursing & Aged Care Classifications)

	FFPPOOA 1 July 2023	FFPPOOA 1 July 2024	FFPPOOA 1 January 2025	FFPPOOA 1 July 2025	FFPPOOA 1 October 2025
SCHEDULE C – NURSING CLASSIFICATIONS					
Nursing Assistant (Without Certificate III)					
Third Year & Thereafter (before 1 July 2013)	30.05	31.18	31.65	32.59	33.63
Without Cert III (on or after 1 July 2013)	30.05	31.18	31.65	32.59	33.63
Nursing Assistant (Minimum Cert III)					
1st Year	31.01	32.17	33.08	34.05	35.37
2nd Year	31.06	32.22	33.13	34.10	35.42
3rd Year	31.10	32.27	33.18	34.15	35.47
Experienced	31.15	32.32	33.23	34.20	35.52
Nursing Assistant Specialist	Not applicable	Not applicable	34.85	36.07	$38.07
Enrolled Nurse					
Enrolled Nurse (with Notation)	34.59	35.89	35.89	39.40	41.04
Enrolled Nurse					
Pay point 1	35.23	36.55	36.55	40.08	41.72
Pay Point 2	35.65	36.99	36.99	40.11	41.75
Registered Nurses					
Registered Nurse Level 1					
Pay Point 1	38.10	39.53	39.53	42.09	43.51
Pay Point 2	41.74	43.31	43.31	47.00	48.57
Pay Point 3	43.61	45.25	45.25	48.15	49.72
Pay Point 4	45.51	47.22	47.22	49.23	50.80
Pay Point 5	47.65	49.44	49.44	54.03	55.56
Pay Point 6	49.65	51.51	51.51	55.08	56.61
Registered Nurse Level 2					
CNS & CNE	51.58	53.51	53.51	56.97	58.88
Registered Nurse Level 3 (Covers NUMs, CNC, SNE)					
Pay point 1 (NUM + NE 1st year)	54.65	56.70	56.70	60.99	62.39

Pay point 2 (NUM + NE 2nd year)	56.09	58.19	58.19	61.69	63.09
Pay point 3 (NUM + NE 3rd year)	57.37	59.52	59.52	62.26	63.66
Pay point 4 and thereafter (CNC, SNE)	60.07	62.32	62.32	64.30	65.70
Registered Nurse Level 4 (Covers Deputy DON and Assistant DON)					
Grade 1 (DDON 20-75 beds; ADON <150 beds)	57.31	59.46	59.46	64.43	65.28
Grade2 (DDON 76-125 beds; ADON 150-250 beds)	59.97	62.22	62.22	65.74	66.59
Grade 3 (DDON 126+ beds; ADON >250 beds)	61.92	64.24	64.24	66.17	67.02
Registered Nurse Level 5 (Covers Directors of Nursing)					
Grade 1 (25-50 beds)	64.96	67.40	67.40	69.42	69.42
Grade 2 (51-75 beds)	66.51	69.00	69.00	71.07	71.07
Grade 3 (76-100 beds)	68.17	70.73	70.73	72.85	72.85
Grade 4 (101-150 beds)	70.32	72.96	72.96	75.15	75.15
Grade 5 (151-200 beds)	75.15	77.97	77.97	80.31	80.31
SCHEDULE C – AGED CARE CLASSIFICATIONS					
Aged Care Classifications – NON-CARE					
Aged Care Employee Level 1	24.69	25.62	26.36	27.13	27.13
Aged Care Employee Level 2	25.67	26.63	27.41	28.21	28.21
Aged Care Employee Level 3	26.66	27.66	28.47	29.30	29.30
Aged Care Employee Level 4	26.97	27.98	28.80	29.64	29.64
Aged Care Employee Level 5	27.88	28.93	29.77	30.64	30.64
Aged Care Employee Level 6	29.88	31.00	31.89	32.82	32.82
Aged Care Employee Level 7	30.44	31.58	32.48	33.43	33.43
Aged Care Classifications – DIRECT CARE					
Lifestyle / Personal Care Worker & Head Chef only					
Aged Care Employee Level 1	28.40	29.47	30.33	31.21	31.85
Aged Care Employee Level 2	29.52	30.63	31.64	32.56	33.60
Aged Care Employee Level 3	30.65	31.80	31.80	32.75	33.79
Aged Care Employee Level 4	31.01	32.17	33.08	34.05	35.37
Aged Care Employee Level 5	32.06	33.26	33.96	34.96	36.78
Aged Care Employee Level 6	34.05	35.33	35.48	36.54	38.50
Aged Care Employee Level 7	34.69	35.99	37.23	38.31	39.91

Schedule D – Allowances

Schedule D – Allowances					
Item	Allowance	Clause Number	FFPPOOA 1 July 2023	FFPPOOA 1 July 2024	FFPPOOA 1 July 2025
	Uniform Allowance when uniform is not supplied (nursing and non- nursing classifications)				
1	Uniforms	18.1(b)	7.84	8.08	8.32
2	Shoes	18.1(b)	2.44	2.51	2.59
3	Cardigan	18.1(b)	2.35	2.42	2.49
4	Stockings	18.1(b)	4.06	4.18	4.31
5	Socks	18.1(b)	0.78	0.80	0.82
6	Laundry Allowance (nursing and non- nursing classifications)				
	Per week	18.1(c)	6.53	6.73	6.93
	Meal Allowance when no meal is provided [Nursing Classifications only]				
7	When required to work more than one hour beyond usual finishing time	18.2(a)	15.66	16.20	16.69
8	Further payment when overtime exceeds 4 hours	18.2(a) (ii)	14.11	14.60	15.04
	On Call Allowance				
9	Between rostered shifts Monday to Friday	18.3 (a) (i)	26.24	27.03	27.84
10	Between rostered shifts or ordinary hours on a Saturday	18.3 (a) (ii)	39.53	40.72	41.94
11	Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work	18.3 (a) (iii)	46.11	47.49	48.91
12	Vehicle Allowance	18.4 (a) & (c)	0.96	0.99	0.99
	Continuing Education Allowance (Nursing classifications only)				
13	RN - post grad certificate in clinical field	18.5 (g)	23.31	24.01	24.73
14	RN - post grad diploma or degree in clinical field	18.5 (h)	38.85	40.02	41.22

15	RN - relevant master's degree or doctorate in clinical field	18.5 (i)	46.62	48.02	49.46
16	EN - certificate IV qual in a clinical field	18.5 (j)	15.52	15.99	16.47
	In-Charge Allowance (Nursing Classifications only)				
17	RN – in charge of facility of less than 100 beds on day, evening or night	18.6 (a)	27.52	28.35	29.2
18	RN – in charge of facility of more than 100 beds on day, evening or night	18.6 (a)	44.31	45.64	47.01
19	RN in charge of a shift in a section of a facility	18.6 (b)	27.74	28.57	29.43
	Leading Hand Allowance (Aged Care Classifications only)				
20	- in charge of 2 - 5 employees	18.9	29.75	30.64	31.56
21	- in charge of 6 - 10 employees	18.9	42.66	43.94	45.26
22	- in charge of 11 - 15 employees	18.9	53.62	55.23	56.89
23	- in charge of 16-19 employees	18.9	65.76	67.73	69.76
	Nauseous work allowance				
24	- per hour or part thereof	18.11 (a)	0.56	0.58	0.60
25	- minimum per week	18.11(a)	3.03	3.12	3.21
26	Medication Allowance (hourly rate)	18.7	1.33	1.37 (ceases to apply from 13 January 2025)	No longer applies
27	On call during meal break	30.1 (b)	13.26	13.66	14.07
28	AN-ACC Link Allowance per shift	18.8	27.74	28.57	29.43

Docusign Envelope ID: 8B5B3BFA-6577-45F3-A792-9B804F94ACC6

Signed for and on behalf of DPG SERVICES PTY LTD (OPAL HEALTHCARE) by its attorneys in accordance with the relevant and applicable Power of Attorney.

Address: Level 11, 420 George Street Sydney NSW 2000

Signature: DocuSigned by: 99A149ABE9C04D5...

Name: Ben Feek

Date: 25-Mar-2026

Signature: Signed by: Ian Burge C4775EEC03294BC...

Name: Ian Burge

Date: 27-Mar-2026

I am authorised to sign this Agreement as an employee bargaining representative on behalf of the AUSTRALIAN NURSING AND MIDWIFERY FEDERATION NEW SOUTH WALES BRANCH

SIGNATURE

Michael Whaites, Branch Secretary

PRINT NAME AND AUTHORITY/TITLE

Address:

50 O'Dea Avenue
WATERLOO NSW 2017

Date 23/03/26

I am authorised to sign this Agreement as an employee bargaining representative on behalf of the HEALTH SERVICES UNION NEW SOUTH WALES, AUSTRALIAN CAPITAL TERRITORY AND QUEENSLAND BRANCH

_____ _____

SIGNATURE PRINT NAME AND AUTHORITY/TITLE

Address:

Date

I am authorised to sign this Agreement as an employee covered by this Agreement

_____ _____

SIGNATURE PRINT NAME

Address:

Date

IN THE FAIR WORK COMMISSION | *Fair Work Act 2009* (Cth) ("FW Act")

Matter number: AG2024/3536

Employer: DPG Services Pty Ltd

Application: Section 185 – Application for approval of a single enterprise agreement, namely the *Opal HealthCare (NSW) Enterprise Agreement 2023*

Undertaking – Section 190

The undersigned give the following undertaking with respect to the *Opal HealthCare (NSW) Enterprise Agreement 2023* (the **Agreement**) and have the authority from the Employer to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. Clause 11.3(c) will apply to part-time Aged Care Employees who are covered by the Agreement and who were employed by the Employer immediately prior to the Agreeemnt coming into operation. The Agreement will be amended to include a new clause 11.3(g) as follows:

(g) Part-time Aged Care Employees only (employment commences after the date of operation of the Agreement)

(i) Before commencing part-time employment, the Employer and a part-time Aged Care Employee will agree in writing on:

*(A) the agreed minimum number of contracted hours to be worked per fortnight (**Agreed Minimum Fortnightly Hours**);*

(B) the days of the week the Employee will be available to be rostered to work their Agreed Minimum Fortnightly Hours within a fortnight; and

(C) either:

(1) the span of hours that the Employee may be rostered within a fortnight. The span of hours shall include which shifts (i.e., day, afternoon and/or night shifts) the Employee may be rostered to work; or

(2) at the Employee's election, and in the alternative to subclause (C)(1), the shifts (i.e., day work, morning, afternoon and/or night shifts) the Employee will be rostered to work within a fortnight.

(ii) The terms of the agreement made under subclause (g)(i) may subsequently be varied by agreement between the Employer and part-time Employee and recorded in writing. Any such agreement may be ongoing or for a specified period of time.

(iii) The Agreed Minimum Fortnightly Hours will be rostered consistent with the span of hours and days of the week of availability as agreed in accordance with subclause (g)(i), or as subsequently varied.

(iv) Where a part-time Aged Care Employee works in excess of their Agreed Fortnightly Hours, the provisions of clause 31.1 will apply.

2. Clause 13.2(a) of the Agreement will be replaced with the following:

At the time of termination, the Employee must provide to the Employer the same periods of notice as listed in clause 13.1(a).

3. Clause 30.1(b) of the Agreement will apply to Nursing Employees only and a new clause 30.1(c) will be included as follows:

(c) Aged Care Employees only

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

(A) to remain available to attend to duty;
(B) to perform work; or
(C) is recalled to duty,

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

(ii) Unless authorised otherwise by the Employer, the Aged Care Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the requirements set out at subclauses (c)(i)(A) to (c)(i)(C) for Aged Care Employees.

(iii) Any arrangements per subclauses (c)(i)(A) to (c)(i)(C) must be authorised by the General Manager (or their equivalent) or their delegate.

4. Clause 34.5(a) and 34.5(b) of the Agreement will be amended to read as follows:

(a) In addition to their ordinary pay, an Employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay, which shall be on a maximum of 152 hours/four weeks annual leave per annum in the case of a Nursing Employee.

(b) Shift workers, 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.

5. In relation to clause 31.2(a) of the Agreement, all approved overtime performed by an Aged Care Employee on a Saturday in the following circumstances will be paid at the rate of 200% of the ordinary rate of pay for full-time and part-time Aged Care Employees, and 250% of the ordinary rate of pay for casual Aged Care Employees which incorporates the casual loading:

a. Full-time Aged Care Employees: where the work performed is in accordance with clause 31.1(a)(i);

b. Part-time Aged Care Employees:

i. Where the Employee is directed by the Employer to work in excess of their rostered ordinary hours; or

ii. where the work performed is in excess of 76 ordinary hours in the fortnightly pay period;

c. Casual Aged Care Employees: where the work performed is in excess of 76 ordinary hours in the fortnightly pay period.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	12-Nov-2024	12-Nov-2024
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Benjamin Feek	Ian Burge
Position:	Chief Financial Officer & Attorney	Chief Operations Officer & Attorney
Signature:	DocuSigned by: Benjamin Feek 99A149ABE9C04D5...	Signed by: Ian Burge C4775EEC03294BC... .....