DECISION

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

Thompson Health Care Pty Ltd
(AG2026/2802)

THOMPSON HEALTH CARE ENTERPRISE AGREEMENT 2026

Aged care industry

COMMISSIONER WALKADEN SYDNEY, 10 NOVEMBER 2026

Application for approval of the Thompson Health Care Enterprise Agreement 2026

[1] This decision concerns an application for approval of the Thompson Health Care Enterprise Agreement 2026 **(the Agreement)**. The application has been made under section 185 of the *Fair Work Act 2009* (**the FW Act**) by Thompson Health Care Pty Ltd (**the Applicant**).

[2] The Agreement is a single enterprise agreement. The Fair Work Commission must approve the Agreement if the requirements in sections 186 and 187 of the FW Act are met.

[3] If the agreement is not a greenfields agreement, section 186(2)(a) of the FW Act requires the Fair Work Commission to be satisfied that the agreement has been genuinely agreed to by the employees covered by the agreement. The Agreement is not a greenfields agreement. The question of whether an enterprise agreement has been genuinely agreed to by the employees is determined by reference to section 188 of the FW Act. Section 188(4)(a) of the FW Act provides that the Fair Work Commission cannot be satisfied as to genuine agreement unless the Fair Work Commission is satisfied that sections 173 and 174 of the FW Act have been complied with. In considering the application, I raised a concern with the Applicant and the Australian Nursing and Midwifery Federation (**ANMF**) and the Health Services Union (**HSU**), which were both bargaining representatives for the Agreement, in relation to compliance with sections 173 and 174 of the FW Act. The concern being that the name of the agreement in the Notice of Employee Representational Rights (**NERR**) was incorrect. The NERR named the agreement as the Thompson Health Care, NSWNMA and HSU New South Wales Branch Enterprise Agreement 2024. I sought the views of the Applicant, the ANMF and the HSU as to whether any such error in the NERR could be disregarded in accordance with section 188(5) of the FW Act. The Applicant submitted that the error in the NERR could be disregarded in accordance with section 188(5) of the FW Act. The other bargaining representatives did not express a view. Taking into account the views of the Applicant, I am satisfied that the incorrect reference to the Agreement in the NERR is a minor error that can be disregarded in accordance with section 188(5) of the FW Act. In particular, I am satisfied that the employees were not likely to have been disadvantaged by that error.

[4] Section 186(2)(c) of the FW Act requires the Fair Work Commission to be satisfied that the terms of the Agreement do not contravene section 55 of the FW Act. The Agreement appears to be inconsistent with the National Employment Standards (NES) with respect to the substitution of public holidays (clause 41.6 of the Agreement). I sought confirmation as to whether the Applicant intended to rely upon clause 4.1 of the Agreement, which can be best described as a NES precedence clause, to resolve any such concern or propose an undertaking. The Applicant confirmed that it intends to rely upon clause 4.1 of the Agreement. Based upon that confirmation from the Applicant, the requirement in section 186(2)(c) is satisfied.

[5] Section 186(2)(d) of the FW Act requires the Fair Work Commission to be satisfied that the Agreement passes the better off overall test (**BOOT**). The assessment as to whether the Agreement passes the BOOT is applied in accordance with section 193A of the FW Act. In considering the application, several BOOT concerns were raised. The first concern was in relation to the minimum engagement period of a full-time employee. The second concern was in relation to the rates of pay for a Registered Nurse Level 4, less than 20 beds. The third concern was in relation to shiftwork penalties. The concern arose only in circumstances where an employee commenced an afternoon shift between 12:00pm and 1:00pm, or a night shift between 4:00am and 6:00am. The fourth concern was in relation to employer appointment to a classification above Level 4 Personal Care Worker in Schedule B of the Agreement. The Applicant proposed an undertaking in relation to the first, second and fourth concern. The Applicant made submissions in relation to the third concern. In relation to the third concern, it appears the penalty rates under the Agreement for an employee starting work at the times identified are slightly less than the penalty rates under the Nurses Award 2020. In summary, the Applicant submitted that employees are not rostered to start work at the times identified. The Applicant submitted that the Commission should apply the BOOT based on the practical realties of rostering, and not theoretical modelling. Having regard to section 193A(6) of the FW Act, I agree. The ANMF called for an undertaking to address this concern, however, it did not contradict the Applicant's submission that the particular pattern or kind of work, or type of employment that gives rise to this concern was not reasonably foreseeable. I accept the Applicant's submissions with respect to the third concern. I note that the FW Act provides for the mechanism by which an application can be made to reconsider the BOOT if employees begin to be rostered to start work at the times identified.

[6] Section 196(2) of the FW Act requires an agreement to describe or define an employee described in section 196(1) of the FW Act as a shiftworker for the purposes of the National Employment Standards (**NES**). The Agreement does not do this. The Applicant proposed an undertaking to deal with this concern.

[7] The Commission sought the views of the other bargaining representatives in relation to the undertaking. The ANMF agreed with the undertaking, other than the fourth BOOT concern. In relation to that concern, the ANMF submitted that this aspect of the undertaking was unsatisfactory. I do not accept the ANMF's submissions. The undertaking addresses the BOOT concern that the words in relation to employer appointment will not be relied upon to avoid classifying (and paying the appropriate classification rate) to an employee that satisfies the relevant classification descriptor. The HSU did not express a view about the undertaking. I accept the undertaking. In doing so, I am also satisfied that the undertaking is not likely to cause financial detriment to any employee covered by the Agreement. I am also satisfied that the undertaking is not likely to result in substantial changes to the Agreement. A copy of the undertaking is attached at Annexure A of this decision.

[8] Section 201 of the FW Act requires the approval decision to note certain matters. The first matter that is relevant to this application is section 201(2) of the FW Act. The Australian Nursing and Midwifery Federation, and the Health Services Union, which were both a bargaining representative for the Agreement, have each given the Fair Work Commission a notice under section 183(1) of the FW Act that each of those employee organisations wants the Agreement to cover it. In accordance with section 201(2) of the FW Act, I note that the Agreement covers the Australian Nursing and Midwifery Federation, and the Health Services Union. The second matter relevant to this application is section 201(3) of the FW Act. I note that the Agreement is approved with the attached undertaking, which is taken to be a term of the Agreement.

[9] The Agreement is approved and, in accordance with section 54 of the FW Act, it will operate from 17 November 2026. The nominal expiry date of the Agreement is 30 June 2028.



COMMISSIONER

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Annexure A

FWC Matter No.: AG2026/2802

Applicant:

Thompson Health Care

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Katherine Ison, Director of People and Culture for Thompson Health Care, have the authority given to me by Thompson Health Care to give the following undertakings with respect to the Thompson Health Care Enterprise Agreement 2026 ("the Agreement"):

1. **Remove existing Clause 39.2(b):**

"For the purposes of this clause, a shiftworker is an Employee who is not a day worker as defined in clause 26.3 Span of Hours."

And replace the above with new Clause 39.2(b) which reads:

"For the purposes of the NES, a shiftworker is an Employee who is not a day worker as defined in clause 26.3 Span of Hours."

2. **Remove existing Clause 10.2 Full-time Employment:**

"A full-time Employee is one who is engaged to work 76 hours per fortnight or an average of 38 hours per week".

And replace the above with new Clause 10.2 Full-time Employment which reads:

10.2(a) "A full-time Employee is one who is engaged to work 76 hours per fortnight or an average of 38 hours per week.

10.2(b) a full-time employee will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work."

3. **Remove from Schedule E, Wages, at Table 1 Nursing Classifications and Minimum Wages**, for the classification Registered Nurse Level 4, Less than 20 beds, the following:

Column C - $63.89

Column D - $65.49

And replace with

Column C - $64.11

Column D - $65.71

4. **Within Schedule B – Personal Care Worker Classification Descriptors, beneath the paragraph "Movement above a Level 4 – Personal Care Worker – Senior, is by employer appointment only and subject to the needs of THC", insert the following:**

"The employer will appoint an employee to the appropriate Level, provided that the employee satisfies the relevant classification descriptor, as outlined below:"

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

Signature: 

Date: 5 November 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 the agreement.

Thompson Health Care Enterprise Agreement 2026

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Part 1: Application and Operation

1. Title

This Agreement is the Thompson Health Care Enterprise Agreement 2026 (hereafter referred to as the "Agreement or EA")

2. Operation and Coverage of Agreement

2.1 This Agreement will commence seven days after approval by the Fair Work Commission and will nominally **expire on 30 June 2028.**

2.2 Wage outcomes will be as per clause **15 Wage Increases** with all other new or increased entitlements applying only from the date of operation.

2.3 This Agreement covers the Employer; Thompson Health Care, and all employees of Thompson Health Care employed at Thompson Health Care residential aged care facilities, who perform work within the classifications contained in this Agreement, whether employed at the time this Agreement was made or subsequently employed while this Agreement remains in operation.

2.4 The Employer agrees that discussions regarding bargaining for a new agreement shall commence no later than three months prior to the expiry date of this Agreement.

2.5 The Employer and Employee/s have the right to appoint a representative of their own choice, that may include the union/s, to represent their interests.

2.6 The Agreement also covers the Unions defined within this EA, subject to the required written notice and Fair Work Commission approval.

3. Definitions

3.1 Where a term in this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition more favourable to the Employee will apply. Where this Agreement is silent, the NES definition will apply.

3.2 In the Agreement, unless the contrary intention appears:

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

AHPRA means the Australian Health Practitioner Regulation Authority.

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

Aged Care Classification Employee means an Employee working in an Aged Care Setting who would otherwise be covered by the *Aged Care Award 2010.*

Agreement means the Thompson Health Care Enterprise Agreement 2026

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

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

Dayworker is an employee whose ordinary hours of work will be between 6.00 am and 6.00 pm Monday to Friday.

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

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

Employer means Thompson Health Care (hereafter also referred to as THC or the Organisation), and has the meaning in the Act.

Employee representative means an Employee, or other person, or union nominated by the Employee/s to represent the Employee/s, in relation to their employment. An employee representative does not need to be a workplace delegate (as defined within this EA), in order to represent another THC Employee

Family and domestic violence is abusive and/or violent behaviour or manipulation, used by one person to control and dominate another person within a domestic relationship and may include but is not limited to physical, sexual, financial, verbal, psychological or emotional abuse. It can include acts of imposition or withholding, single incidents or conduct over a longer term that is obvious or subtle and passive.

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

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

FWC means the Fair Work Commission.

Immediate family of a person means:

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

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

(c) a foster child or a child placed permanently with the Employee or the Employee's spouse or de facto partner through a permanent care order made by a court and the parents of that child; and

(d) related by First Nations kinship rules.

Immediate household means persons who normally reside in the same household as the Employee.

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

Nursing Employee means a Registered Nurse or Enrolled Nurse otherwise covered by *the Nurses Award 2010.*

Registered Health Practitioner means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under the National Health Practitioner Regulation National Law Act of a State, Territory or the Commonwealth or other legislation which is required for professional practice.

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

Unions mean the NSW Nurses & Midwives' Association (NSWNMA), Australian Nursing and Midwifery Federation - NSW Branch (ANMF NSW Branch), and the Health Services Union, NSW/ACT/QLD Branch (HSU NSW/ACT/QLD), which may also be referred to under this EA as "employee organisation".

Workplace Delegate means an Employee elected or nominated by a union to represent the Employee/s in relation to their employment. The rights granted to a Workplace Delegate are shown at clause **60 Workplace Delegates Rights.**

WVC means the Aged Care and Nurses (aged care only) Work Value Cases that were before the FWC.

4. Access to the Agreement and the NES

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

4.1 The National Employment Standards and this Agreement

This Agreement will be read and interpreted subject to the NES as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. Individual Flexibility Arrangements

5.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:

(a) the IFA deals with one (1) or more of the following matters:

(i) arrangements about when work is performed,

(ii) overtime rates,

(iii) penalty rates,

(iv) allowances,

(v) leave loading and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to the matter or matters it deals with; and

(c) the arrangement is genuinely agreed to by the Employer and Employee, without coercion or duress.

5.2 An IFA may only be made after the individual Employee has commenced employment with the Employer.

5.3 An Employer who wishes to initiate the making of an IFA must:

(a) give the Employee a written proposal; and

(b) if the Employer is aware that the Employee has, or should reasonably be aware that the Employee may have, limited understanding of written English, take reasonable steps to ensure that the Employee understands the proposal.

5.4 If the Employer proposes to enter into an arrangement with an Employee, the Employer must meet with the Employee to discuss the proposal prior to entering the arrangement if the Employee requests such a meeting.

5.5 The Employer must ensure that the terms of the arrangement:

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

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

(c) result in the Employee being better off overall than the Employee would have been if no arrangement were agreed to.

5.6 The Employer must ensure that the 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, is signed by a parent or guardian of the Employee; and

(d) includes details of:

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

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

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

(iv) states the day on which the arrangement commences; and describes how the arrangement can be terminated.

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

5.8 The Employer or Employee may terminate the i arrangement:

(a) at any time, by agreement in writing between the Employer and the Employee; or

(b) by the Employer or the Employee giving 28 days written notice to the other party.

5.9 An arrangement terminated in accordance with clause **5 Individual Flexibility Arrangements 5.8 (b)** ceases to have effect at the end of the period of notice required under that clause.

5.10 The Employer or Employee may use the dispute settlement procedure in this Agreement to deal with disputes that may arise concerning the matters dealt with in the arrangement.

5.11 **Requests for Flexible Working Arrangements**

(a) Flexible Working Arrangement is a separate statutory right under the Fair Work Act, enabling eligible employees to request changes to their working arrangements (eg hours, patterns or locations of work) due to personal circumstances such as caring responsibilities, disability, family and domestic violence, pregnancy or age.

(b) Employees are entitled to request flexible working arrangements (FWA) in accordance with the Fair Work Act 2009 (Cth) and THC will consider and respond to such requests in accordance with the legislative requirements.

(c) For the avoidance of doubt, an FWA is not the same as an IFA. An Individual Flexibility Arrangement is separate to and does not affect an Employee's entitlement to request flexible working arrangements under the Fair Work Act 2009 (Cth).

(d) Employees may be assisted by a representative when discussing a request for flexible working arrangements.

Part 2: Employment Relationship

6 Consultation

6.1 This term applies if the Employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on Employees to which this enterprise agreement applies;

or

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

Consultation in relation to major workplace change

6.2 For a major change referred to in clause **6 Consultation 6.1 (a):**

(a) the Employer must notify the relevant Employees, the relevant Union, and the Employee's other chosen representative (where relevant) of the decision to introduce the major change and

(b) clauses **6 Consultation 6.3 to 6.9** apply.

6.3 The relevant Employee or Employees may advise the Employer that a person or union (as defined under this EA) is their representative for the purposes of the procedures in this clause in relation to a major workplace change.

6.4 If:

(a) a relevant Employee, or the relevant Employees, advise the Employer that a person or union is their 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.

6.5 The Employer must notify the relevant Employees and their representatives (if any) of the decision to introduce the change.

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

(a) consult with the relevant Employees and their representatives (if any), including by discussing with them:

(i) the introduction of the change and

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

(iii) measures to avoid or reduce any adverse effect of the change on the Employees; and

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

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

(ii) the reasons or justification for the change; and

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

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

6.7 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).

6.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives (if any).

6.9 The Employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant Employees and their representatives (if any).

6.10 If a term in this agreement provides for the introduction of a major workplace change in relation to the enterprise of the Employer, the requirements to consult contained in clauses **6 Consultation 6.3** to **6.9** are taken not to apply.

6.11 In this term, a major workplace 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 in the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

c) the loss of, or reduction in, job or promotion opportunities; or

d) the loss of, or reduction in, job tenure or job security; or

e) the alteration of hours of work; or

f) the need for Employees to be retrained or transferred to other work or locations; or

g) job restructuring.

Consultation in relation to change to regular roster or ordinary hours of work

6.12 For a change referred to in clause **6 Consultation 6.1 (a):**

a) the Employer must notify the relevant Employees, the relevant Union, and the Employee's chosen representative (where relevant) in writing of the proposed change and

b) clauses **6 Consultation 6.12** to **6.17** apply; and

6.13 The relevant Employee or Employees may advise the Employer that a person or Employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.

6.14 If:

(a) a relevant Employee, or the relevant Employees, advise the Employer that a person or union (as defined under this EA) is their representative for the purposes of the consultation and

(b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

(c) As soon as practicable after proposing to introduce the change, the Employer must:

(i) consult with the relevant Employees and their representatives (if any) about the introduction of the change, including by discussing the change with them; and

(ii) for the purposes of the consultation—provide to the relevant Employees and their representatives (if any):

1. all relevant information about the change, including the nature and expected duration of the change; and

2. information about what the Employer reasonably believes will be the effects of the change on the Employees (including any effect on the Employee's remuneration); and

3. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(d) invite the relevant Employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

6.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).

6.16 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees or their representatives (if any).

6.17 The Employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of Employees by the relevant Employees and their representatives (if any).

6.16 For the purpose of this Clause **relevant Employees** means the Employees who may be affected by a change referred to in clause **6 Consultation 6.1.**

7. Dispute Resolution Procedure

7.1 If a dispute relates to:

(a) a matter arising under the Agreement; or

(b) the NES,

this term sets out procedures to settle the dispute.

7.2 The parties to a dispute referred to in this procedure may include:

(a) an Employee or Employees covered by the Agreement who are, or will be, affected by the dispute;

(b) the Employer or Employers covered by the Agreement; and

(c) an Employee organisation who:

(i) has a member who it is entitled to represent and who is an Employee referred to in clause **7.1 Dispute Resolution Procedure (a)**; or

(ii) is covered by the Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.

7.3 An Employee who is a party to the dispute may advise the Employer that a person or Employee organisation is their representative for the purposes of the procedures in this term.

7.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the relevant Employee or Employees, relevant supervisors and/or management and any relevant Employee organisation.

7.5 If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

7.6 The FWC may deal with a dispute referred to it under clause **7 Dispute Resolution 7.4** even if the requirement for discussions in subclause **7 Dispute Resolution 7.5** has not been complied with if the FWC is satisfied that it is appropriate in all the circumstances to do so.

7.7 The FWC may deal with the dispute in 2 stages:

(a) the FWC will first attempt to resolve the dispute in such manner as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

7.8 If the FWC arbitrates the dispute:

(a) it may also use any of the powers that are available to it under the Act, including, but not limited to, the power to grant interim relief; and

(b) a decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of the Act and a person aggrieved by the decision may seek to appeal the decision as provided for in that Act.

7.9 Subject to any order made by the FWC under clause **7 Dispute Resolution 7.8 (a)**, while the parties are trying to resolve the dispute using the procedures in this term:

(a) an Employee must continue to perform work as the Employee normally would unless the Employee has a reasonable concern about an imminent risk to health or safety; and

(b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable work health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

7.10 The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this term.

8. Preventing and Responding to Workplace Bullying

8.1 The Employer and Employees are committed to a safe and healthy work environment that is free from harassment, discrimination and/or bullying.

8.2 This means that the Employer will take reasonable steps to prevent any unwanted harassment, discrimination or bullying behaviours in the workplace and Employees will not engage in bullying, discriminatory or harassing conduct, and will notify the Employer of anyone engaging in such conduct.

8.3 Any reports of harassment, discrimination or bullying will be treated seriously and confidentially.

8.4 Reasonable steps will be taken to investigate and resolve any report of harassment, discrimination or bullying behaviours in the workplace. Employees acknowledge their obligation under this clause extends to participating in Employer investigations of workplace bullying, harassment and discrimination and maintaining confidentiality of such investigations.

8.5 Employee/s who have been found to have engaged in such conduct face disciplinary action up to and including the termination of their employment.

9. Workload Management

9.1 The parties to this Agreement acknowledge that Employees and the Employer 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/client care.

9.2 To ensure that Employee concerns involving excessive workloads are responded to and appropriately dealt with, the following procedures should be applied:

(a) Step 1: In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore workable alternative options.

(b) Step 2: If a workable alternative option cannot be identified and implemented, the matter should be referred to an appropriate senior workplace Leader for further discussion.

(c) Step 3: If from the workable alternative options, one workable arrangement still cannot be identified and implemented, the matter should be referred to the Director of Nursing or Director People and Culture for further discussion.

(d) Step 4: The outcome of the discussions at each level and any proposed workable arrangement should be recorded in writing and fed back to the effected Employees.

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

(a) Clinical assessment of residents' needs;

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

(c) Statutory obligation, (including, but not limited to, work health and safety legislation);

(d) The requirements of nurse regulatory legislation;

(e) Reasonable workloads (such as roster arrangements);

(f) Accreditation standards; and

(g) Budgetary considerations.

9.4 If the workload matter remains unresolved, the Employer or Employee/s may advance the matter through clause **7 Dispute Resolution Procedure**. Arbitration of workload management issues may only occur by agreement of all parties to the dispute.

Part 3: Types of Employment and Termination of Employment

10. Types of Employment

10.1 **Employment Categories**

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

(i) full-time;

(ii) part time; or

(iii) casual.

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

10.2 **Full-time Employment**

A full-time Employee is one who is engaged to work 76 hours per fortnight or an average of 38 hours per week.

10.3 **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 76 hours per fortnight and has reasonably predictable hours of work.

(b) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the days of the week and shifts that will be worked. For all Employees except those employed in Nursing classifications, the agreement will also include the starting and finishing times each day.

(c) Where there is a written agreement to work additional hours at the ordinary rate of pay in accordance with clause 10 Types of Employment 10.3 (d) below, the agreed additional hours will be treated as ordinary hours, for the purposes of calculating the Employee's entitlements (e.g. leave accruals and superannuation).

(d) A part-time employee may agree to work additional hours or shifts at overtime or ordinary rates of pay. Where there is mutual agreement to work additional hours or shifts at the ordinary rate of pay, such agreement will be recorded in writing, and the additional hours will be paid at the ordinary rate of pay unless the additional hours meet the requirements of clause 35 Overtime

(e) Hours worked by a part-time Employee at the direction of the Employer in addition to their rostered hours on any day will be paid at overtime rates.

(f) A part time Employee will be paid a minimum of three hours pay for each shift, except on a Public Holiday where the minimum engagement period paid will be two hours.

(g) The terms of the agreement in clause **10 Types of Employment 10.3 (b)** may be varied by agreement between the Employer and Employee and recorded in writing.

(h) Where no written agreement per clause **10 Types of Employment 10.3** exists for an Employee, the Employer will, on request, record an agreement based on the Employees actual pattern of part-time work.

(i) Unless otherwise stated, the terms of this EA 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.

10.4 **Annual Review of Part Time Hours**

(a) At the request of an Employee, the hours worked by the Employee will be reviewed annually.

(b) Where the Employee is regularly working more than their specified contracted hours then such contracted hours shall be adjusted by the Employer to reflect the hours regularly worked, which may include moving to full-time employment.

(c) The hours worked in the following circumstances will not be incorporated in the adjustment:

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

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

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

10.5 **Casual Employment**

(a) A casual Employee is defined at section 15A of the Act. That definition requires that the Employee has been offered, and they have accepted a job offer from the Employer under a contract with no firm advance commitment to ongoing work, and no agreed pattern of work. In determining whether, at the time the job offer is made, the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work, regard must be had to those considerations identified within section 15A of the Act.

(b) Subject to the casual conversion arrangements in clause **10.6 Casual Conversion** of this Agreement, once employed as a casual, an Employee will continue to be a casual Employee until their employments status changes either through a conversion to permanent employment in accordance with clause **10.6 Casual Conversion** or they accept an alternative employment offer (other than as a casual Employee) and start working on that basis.

(c) A casual Employee will be employed by the hour and is paid a casual loading of 25% in lieu of a notice period and paid leave entitlements.

(d) The minimum engagement period to be paid for Casual Employees will be two hours per shift.

10.6 **Casual Conversion**

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

(b) Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause **7 Dispute Resolution Procedure**.

11. Disciplinary Matters

(a) The Employer acknowledges the principles of procedural fairness and the right to a support person.

(b) Where an Employee is directed to attend a disciplinary meeting, it will, as far as practicable, be scheduled during an Employee's rostered shift, or at the beginning or end of that shift.

(c) Where an Employee is requested to attend a meeting that is not at a time when they are rostered to work, they will be entitled to pay at the applicable rate of pay for the duration of the meeting.

(d) Where an Employee reschedules the meeting to a time outside their usual rostered hours, no payment will be made.

12. Suspension

12.1 Suspension with Pay

(a) The Employer may direct an Employee to not attend work and not to undertake any of the Employee's work duties at any time, provided that the Employer provides the Employee with payment at the Employee's base rate of pay for rostered shifts during the period of suspension.

(b) The circumstances in which the Employer may give the Employee such a direction include, but are not limited to, circumstances in which the Employer is carrying out an investigation into allegations of misconduct.

(c) Where an Employee has been suspended and the reason for the suspension has not been substantiated by the Employer, any shortfall in the Employee's earnings for the suspension period shall be made up by the Employer equal to the amount the Employee would have earned, had they worked the shifts they missed due to being suspended.

12.2 Suspension without Pay

(a) Where a suspension arises from issues relating to the Employee's ability to perform their duties for reasons outlined below, suspension will be without entitlement to payment for wages during that period.

(i) The Employee not maintaining a satisfactory Police Check or not renewing their Police Check where it is the responsibility of the Employee to do so;

(ii) The Employee not maintaining or renewing a professional registration;

(iii) The Employee receiving conditions on their scope of practice that prevents them working in the position employed; or

(iv) The Employee losing their driver's license, where a driver's license is a fundamental requirement of the position.

For the avoidance of doubt, the Employer will only consider suspending an Employee without pay in instances whereby, due to the actions and/ or omissions of the Employee, the Employee is not ready, willing and able to be rostered to work, or whereby there is reasonable cause to suggest that the Employee is legally unable to work. For the avoidance of doubt, where the Employer is responsible for the payment and administrative actions taken to apply for an Employee's Police Check, and where a delay to the processing has occurred, the Employee will continue to receive payment of their contracted hours.

(b) Where an Employee has an accrued annual leave or long service leave balance available, they may request to be paid from this accrued leave balance during a period of suspension as provided under clause **12 Suspension 12.2 (a)**.

(c) Nothing in this clause prevents the Employer from exercising their rights under the stand down provisions of the Act.

13 Termination of Employment

13.1 The following applies to permanent employees only. Prior to reaching a decision to terminate the employment of an Employee, on grounds other than would justify summary dismissal, the Employer will:

(a) inform the Employee that the termination of their employment is being considered;

(b) advise the Employee of the reasons why termination of their employment is being considered; and

(c) provide the Employee with an opportunity to respond to the reasons why termination of their employment is being considered.

(d) For the purpose of Clause 14.1, Reasons for termination of employment by the employer may include but are not limited to breach of contract, breach of policy, breach of company or industry Code or Regulation, failure to fulfil position description requirements, inability to fulfil the inherent requirements of the job for which the employee is employed, failure to follow lawful and reasonable directives, or redundancy.

(e) For the purpose of Clause 14.1 Reasons for termination of employer by the employee may include but are not limited to resignation or repudiation of the employment contract .

13.2 Clause **13 Termination of Employment 13.1** does not apply to Employees who are terminated during their Qualifying Period of employment.

13.3 Notice of Termination

(a) Notice of termination is provided for in the NES and applies to all Employees other than casual Employees.

(b) Notice of termination by either the Employer or Employee is

Employees Period of Continuous Service	**Notice Requirement or payment in lieu thereof**
Not more than 1 year	one (1) week
More than 1 year but not more than 3 years	two (2) weeks
More than 3 years but not more than 5 years	three (3) weeks
More than 5 years	four (4) weeks

(c) Where the Employee is over 45 years of age and has completed two continuous years of service with the Employer the Employee is entitled to an additional week's notice.

(d) The notice of termination required to be given by an Employee is the same as that required of an Employer as set out at clause **13 Termination of Employment 13.4 (b)**.

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

(f) Where the Employer terminates the employment of the Employee and does not require the serving of the notice period the Employer will pay the Employee the amount in lieu of working out the notice period. The same applies to part-notice period, the Employer may pay out the part of the notice not given or served.

(g) If an Employee who is at least 18 years old does not give the period of notice required under clause **13 Termination of Employment 13.3 (b)**, then the Employee may authorise the Employer in writing to deduct from wages due to the Employee under this Agreement on termination an amount that is no more than one week's wages for the Employee.

(h) Should an Employer not receive such an authorisation from the Employee, the Employer may recover such outstanding amount from the Employee in the appropriate statutory tribunal. It is acknowledged that the Employee has the same rights to pursue an Employer for underpayment in the appropriate jurisdiction.

(i) In respect of this requirement for an Employer to provide notice or pay in lieu of notice under this clause, nothing in this clause shall exclude the application of Subdivision C Division 11 of Part 2-2 of the Act.

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

13.4 Job Search Entitlement

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

14. Redundancy

14.1 In addition to the notice period at Clause X above, a permanent Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is ceased :

(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, the Employer shall pay the Employee in accordance with the following scale:

Minimum Years of Service	Redundancy 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, the Employer shall pay the Employee in accordance with the following scale:

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

(i) shift allowances;

(ii) weekend penalties;

(iii) broken shift allowance;

(iv) sleepover allowance;

(v) any other entitlements.

14.3 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may,

at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

14.4 Employee Leaving During Notice Period

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

14.5 Job Search Entitlement (Redundancy)

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

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

(c) This entitlement applies instead of clause **13 Termination of Employment 13.4**.

Part 4: Minimum Wages and Related Matters

15. Wage Increases

15.1 For classifications covered by this Agreement, only the rates of pay prescribed in Schedule E Wages, shall apply. The applicable rate of pay is determined by the relevant classification Table within Schedule E, and appropriate operative date column. The rates contained in each Table and operative date Column incorporate all wage increases payable under this Agreement.

15.2 For clarity, the rates of pay in each dated Column of the relevant classification Table are as follows:

- The Rates in Column A – apply from the first full pay period on or after 1 December 2024 and incorporate a 4.5% increase for all classifications;
- The Rates in Column B – apply from the first full pay period on or after 1 July 2025 and incorporate a 2.5% increase for all classifications;
- The Rates in Column C – apply from the first full pay period on or after 1 July 2026 and incorporate a 2.5% increase for all classifications;
- The Rates in Column D – apply from the first full pay period on or after 1 July 2027 and incorporate a 2.5% increase for all classifications.
- Enterprise Agreement term ends 30th June 2028.

15.3 Work Value Case Adjustments for March 2025 and October 2025 for relevant classifications will apply in accordance with those columns identified as WV in the relevant Tables within Schedule E. In relation to the August 2026 Work Value adjustment, THC agrees to apply such increase to relevant employees in accordance with the federal Department of Health and Aged Care's Guidance Tool.

15.4. To the extent that any of the above increases took effect prior to the commencement of this Agreement, the Employer will give effect to those increases from their applicable dates

16. Additional Weeks' Annual Leave Buyout

16.1 The wages for Nursing Classifications as set out in **Table 1 – Nursing Classifications Minimum Wage** (including employees employed as Nursing Assistant prior to the approval of the Agreement) are inclusive of a 1.92% buyout of one week of annual leave.

16.2 The rates of pay for Nursing Classifications (including employees employed as Nursing Assistant prior to the approval of the Agreement) will be at least 1.92% above the relevant rates in the relevant Award for the duration of the Agreement.

16.3 The rates payable for the Nursing classifications under the Agreement including employees employed as Nursing Assistant prior to the approval of the Agreement) may be higher than the rates in **Table – Nursing Classifications Minimum Wage 1** if the rates in **Table 1 – Nursing Classifications Minimum Wage** are not at least 1.92% above the relevant rates in the *Nurses Award 2020* or the Award that replaces it.

16.4 Clause **16 Additional Week's Annual Leave Buyout 16.1 to 16.3** above does not apply to new Employees engaged as Personal Care Workers on and from the date of operation of the Agreement Transitioning to the new Classifications

17. Transitioning to the New Classifications

Where an Employee is at a current pay point **not** set out in the classification structure of this Agreement, will move to the next higher pay point in their classification on transition. If no such position exists, the Employee's

pay will be retained at the hourly rate the Employee was being paid on the date prior to the date of operation of this Agreement.

18. Progression through Pay Points

18.1 Unless otherwise specified, progression for all classifications for which there is more than a single pay point will be by an annual (12 months continuous service) movement to the next higher pay point.

18.2 Movement from Aged Care Employee Level 1 to Level 2 shall occur when the Employee has reached 3 months of industry experience.

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

19. Recognition of Service and Experience

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

19.2 Until such time as the Employee furnishes any such documentation outlined in clause **19 Recognition of Previous Service 19.1** the Employer shall pay the Employee at the level for which proof has been provided.

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

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

19.5 For the purpose of yearly progression based on service and experience an Employee must complete 12 months continuous service whether full-time, casual or part time.

20. Reclassification Aged Care Classifications only

20.1 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 3 months, the Employee may apply to have their position reclassified to the higher classification.

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

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

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

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

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

(b) are permanent or temporary.

21. Allowances

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

21.2 The allowance rates set out in **Table 7 - Allowances** will apply from the operative date of the Agreement and after that from the first full pay period on or after the date specified in **Table 7 - Allowances** of the Agreement.

21.3 **Clothing and Equipment Allowances**

(a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by such Employer free of cost to the Employee.

(b) Instead of the provision of such uniforms, the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate set out in **Item 1 of Table 7 - Allowances**. This rate is expressed as per shift or part thereof, or as a weekly rate – an Employee is to be paid whichever is the lesser amount.

(c) Where an Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance. This will be paid at the rate/s set out in **Item 2 or 3 of Table 7 – Allowances**, subject to classification. This allowance is also expressed as a payment per shift of part thereof of as a weekly payment – an Employee is to be paid whichever is the lesser amount.

(d) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

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

21.4 **Meal Allowances**

(a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance at the rate set out in **Item 4 of Table 7 - Allowances** in addition to any overtime payment as follows:

(i) when required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

(ii) provided that where such overtime work exceeds four hours a further meal allowance will be paid. For Aged Care, Health Professionals and Nursing Classification Employees this

will be paid at the rate set out in **Item 5 of Table 7 - Allowances**. For Home Care Employees this will be paid at the rate set out in **Item 6 of Table 7 - Allowances**.

(b) Clause **21 Allowances 21.4 (a)** will not apply when an Employee could reasonably return home for a meal within the meal break.

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

21.5 **On Call Allowance (Nursing Classifications only)**

(a) An on call allowance is paid to an Employee who is required by the Employer to be on call. 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 7 of Table 7 - Allowances**.

(ii) between rostered shifts or ordinary hours on a Saturday the amount set out in **Item 8 of Table 7 – Allowances.**

(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 9 of Table 7 – Allowances.**

(b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

21.6 **On Call Allowance (Aged Care Classification Employees only)**

(a) An Employee, who agrees to be on call (i.e. available for recall to duty at the Employer's premises) will be paid an allowance as set out in **Item 10 of Table 7 - Allowances** in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.

(b) The allowance will be as set out in **Item 11 of Table 7 - Allowances** in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

21.7 **Travelling, Transport and Fares**

(a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid not less than the allowance set out in **Item 12 in Table 7 - Allowances**.

(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 Table 7 - Allowances** when the Employee uses a vehicle in those circumstances.

(d) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause **21 Allowances 21.7 (b)** which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

21.8 **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 Registered Nurse Level 4 and 5 Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the Employer that more than fifty per cent of the Employee's time is spent doing clinical work.

(d) The allowance is not payable to Registered Level 2 or 3 Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.

(e) A Registered Nurse or Enrolled Nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.

(f) The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.

(g) A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Item 13 in Table 7 - Allowances**.

(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 Table 7 - Allowances**.

(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 Table 7 - Allowances**.

(j) An Enrolled Nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the Employer to be directly relevant to the competency and skills used by the Enrolled Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Item 16 of Table 7 - Allowances**.

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

(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.

21.9 **In Charge Allowance (Nursing Classifications only)**

(a) A Registered Nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their salary, whilst so in charge, the per shift allowance set out in **Item 17** (for less than 100 beds) or **Item 18** (for 100 or more beds) in **Table 7 - Allowances**.

(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 salary, the per shift allowance set out in **Item 19 in Table 7 - Allowances**.

(c) Clause **21 Allowances 21.9** shall not apply to Registered Nurses holding classified positions of a higher grade than a Registered Nurse Level 2.

21.10 **Leading Hand Allowance (Aged Care Classifications only)**

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

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

Leading hand in charge of:	**Weekly allowance**
2 - 5 other Employees	**Item 20 of Table 7 - Allowances**
6 - 10 other Employees	**Item 21 of Table 7 - Allowances**
11 - 15 other Employees	**Item 22 of Table 7 - Allowances**
16 - 19 other Employees	**Item 23 of Table 7 - Allowances**

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

(d) An Employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

21.13 **Nauseous Work Allowance (Aged Care Classifications only)**

The allowance set out in **Item 26 of Table 7 - Allowances** per hour or part thereof will be paid to an Employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Any Employee who is entitled to be paid an allowance will be paid a minimum sum set out in **Item 27 of Table 7 - Allowances** for work performed in any week.

21.18 **Tool Allowance (Aged Care Classifications only)**

A tool allowance as set out in **Item 31 in Table 7 - Allowances** for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by the Employer.

21.19 **Medication Allowance for Personal Care Workers**

The Medication Allowance is set out at **Item 32 in Table 7 - Allowances** and is paid per hour for the duration of the shift and is payable to a Personal Care Worker who:

(a) is rostered and required by the Employer to administer medication; and

(b) has completed THC approved medication training

22. Payment of Wages

22.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

22.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee.

22.3 When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee by close of business on the last day of employment or unless otherwise agreed, paid no later than the next pay cycle.

22.4 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 this clause, for example bank error or delay.

22.5 Where a Public Holiday day falls on a pay day the Employer will, where practicable, make payment on the day prior to the Public Holiday day and will notify Employees of this change.

22.6 Pay Slips

(a) In accordance with the Act each Employee will be provided a payslip each pay day which provides the Employees hours worked and accrued entitlements. This will include but is not limited to:

(i) the Employee's classification and rate of pay;

(ii) ordinary and overtime hours worked;

(iii) any penalty rates payable;

(iv) annual leave;

(v) long service leave;

(vi) accrued days off;

(vii) time off in lieu;

(b) Employees have the right to request their current leave balances at any time.

22.7 Underpayment of Wages

(a) Where an Employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the Employer.

(b) The Employer, upon agreement with the identified error, will rectify the error as soon as practicable.

(c) The below provisions are intended for the speedy remedy of an underpayment that has occurred in the pay period concerned and where the variation of the underpayment constitutes an amount greater than $100 in the affected pay period.

(i) Where an Employee is underpaid all or part of their ordinary fortnightly pay on any occasion they should raise the error immediately with the Employer.

(ii) The Employer, upon agreement with the identified error will rectify the error as soon as practicable within 2 business days.

(iii) For cases involving historical or systemic underpayments, the Employer, upon agreement with the identified error will rectify the error as soon as practicable.

22.8 Overpayment of Wages

(a) Where the Employee has been overpaid all or part of their pay on any occasion they, or the Employer, should raise the error immediately.

(b) The Employee, upon agreement with the identified error will agree to enter a payment arrangement to be recorded in writing.

(c) Any payment arrangements will be agreed to and authorised by the Employee in writing.

23. Superannuation

23.1 Superannuation Legislation

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), deals with the superannuation rights and obligations of employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the Employee applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

23.2 Employer Contributions

(a) The Employer will contribute the minimum amount (as prescribed by the relevant legislation) of an Employee's ordinary time earnings to a complying fund of the Employee's choice.

(b) Should an Employee fail to nominate an approved fund within 28 days of commencing employment, the Employer will make superannuation payments to the Employee's 'Stapled Fund' (meaning the Superannuation Fund used in their last period of employment). Employees with no identified Super Fund and who do not nominate an approved fund within 28 days will have their super sent to HESTA as the default Fund.

(c) If an Employee is participating in a salary sacrifice arrangement the Employer superannuation guarantee contribution will be calculated on the Employee's total gross ordinary time earnings.

23.4 Voluntary Employee Contributions

(a) 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 **23 Superannuation 23.2**.

(b) 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.

(c) The Employer must pay the amount authorised under clauses **23 Superannuation 23.5 (a) or 23.5 (b)** no later than 28 days after the end of the month in which the deduction authorised under clauses **23 Superannuation 23.5 (a) or 23.5 (b)** was made.

23.5 Superannuation Fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause **23 Superannuation 23.2** to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause **23 Superannuation 23.2** and pay the amount authorised under clauses **23 Superannuation 23.4 (a) or 23.5 (b)** to one of the following superannuation funds:

(a) Health Employees Superannuation Trust of Australia (HESTA);

(b) Aware Super; or

(c) 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 and is a fund that offers a MySuper product or is an exempt public sector scheme.

24. Salary Sacrifice to Superannuation Fund

24.1 Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrificing agreement between the Employer and the Employee. The Employer will pay the salary sacrificing amount in accordance with the salary sacrificing agreement.

24.2 An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrificing contribution for their benefit.

24.3 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 sacrificing arrangement was not in place.

24.4 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 sacrificing arrangements.

24.5 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 sacrificing contribution arrangement will be terminated or amended to comply with such laws.

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

25. Supported Wage

Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement shall be employed in accordance with the provisions set out in their Assessment with the relevant capacity percentage applied to the minimum rates in this Agreement and all relevant terms of employment will conform to those in this Agreement. Provided that the minimum amount payable must be not less than $175.00 per week and will be increased by the percentage increases at clauses **15 Wage Increases 15.1 (a), 15.1 (d) and 15.3.**

Part 5: Hours of Work and Related Matters

26. Ordinary Hours of Work

26.1 The ordinary hours of work will be 76 hours per fortnight, and will be worked either:

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

(b) 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

(c) The shift length or ordinary hours of work per shift will be a maximum of eight hours for a Day Worker (10 hours by mutual agreement) or 10 hours on all other shifts exclusive of meal breaks.

26.2 The hours of work on any day or shift will be continuous except for meal breaks and broken shifts worked in accordance with clause **31 Broken Shifts**.

2**6**.3 Span of Hours The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.

26.4 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 **26.3**

27. Rostered Days Off

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

28. Rest Breaks Between Rostered Work

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

28.2 If, on the instruction of the Employer, an Employee employed in a Nursing classification resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

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

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

29.2 Where an Employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in clause **26 Ordinary Hours of Work 26.1.** ADOs will be taken within 12 months of the date on which the first full ADO accrued.

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

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

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

29.6 Wherever possible ADOs will be consecutive with rostered days off prescribed in clause **27 Rostered Days Off**.

29.7 Once set, ADOs may not be changed, except in accordance with clause **30 Rosters**.

29.8 ADOs will not be rostered on public holidays.

29.9 ADOs credited to an Employee may be cashed out, subject to the following conditions:

(a) each cashing out of a particular amount of ADOs must be by a separate agreement in writing between the Employer and the Employee; and

(b) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee had the ADO cashed out on termination.

30. Rosters

30.1 The roster will set out Employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to Employees at least 14 days before the commencement of the roster period.

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

30.3 Changes in rosters can be communicated either by telephone, mobile phone, direct contact, mail, facsimile or electronically.

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

30.5 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.

30.6 Seven days' notice of a change of roster will be given by the Employer to an Employee. Except that, a roster may be altered at any time

(a) by mutual agreement; or

(b) if the change is proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of the Employer; or

(c) to enable the functions of the facility to be carried out where another Employee is absent from work pursuant to **clauses 42 Ceremonial Leave; 43 Personal/Carer's Leave and Compassionate Leave and 47 Family and Domestic Violence Leave**, or in an emergency or unforeseen situation.

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.

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

31. Broken Shifts

31.1 Broken shifts for the purpose of this clause means a shift worked by an Employee that includes 1 or more breaks (other than a meal break) totalling not more than 4 hours and where the span of hours is not more than 12 hours or

31.2 Where an Employee works the shift with a single break, the allowance at **item 30** in **Table 7 - Allowances** will be paid and when 2 breaks occur, the allowance at **item 31** in **Table 7 - Allowances will be paid.**

31.3 A broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift. For Nursing Employees under this subclause, a broken shift may be worked where there is mutual agreement in writing.

31.4 Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause **37 Shiftwork**, with shift allowances being determined by the commencing time of the broken shift.

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

31.6 For permanent part-time and casual Employees each portion of the shift must be a minimum payment of 2 hours.

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

32. Weekend Work

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

Classification of Employee	**Midnight Friday to Midnight Saturday**	**Midnight Saturday to Midnight Sunday**
Aged Care	50% of their ordinary rate of pay	75% of their ordinary rate of pay
Nursing	50% of their ordinary rate of pay	75% of their ordinary rate of pay

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

Classification of Employee	**Midnight Friday to Midnight Saturday**	**Midnight Saturday to Midnight Sunday**
Aged Care	75% of their ordinary rate of pay	100% of their ordinary rate of pay
Nursing	87.5% of their ordinary rate of pay	118.75% of their ordinary rate of pay

32.3 The rates prescribed in clause **32 Weekend Work** will be in substitution for and not cumulative upon the casual loading prescribed in clause **10 Types of Employment 10.6 (c)**.

32.4 These extra rates in clause **32 Weekend Work** will be in substitution for and not cumulative upon the shift penalties prescribed at clause **37 Shiftwork**.

33. Meal Breaks

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

33.2 Where an employee and employer agree to forego a meal break in accordance with clause **33 Meal Breaks 33.3**, the employee will not be entitled to the overtime rates in clause **35 Overtime.**

33.3 Unpaid meal breaks do not count as time worked.

33.4 Meal breaks are to be taken at a mutually agreed time after commencing work.

33.5 Employee required to attend to duty during meal break.

(b) Employees required by the Employer to attend to duty or who are on duty during their unpaid meal break, will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the Employee or the Employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an Employee's ordinary time. This clause does not apply to Nursing Classification Employees required to remain available for work during meal break in accordance with below clause **33 Meal Breaks 33.5.**

33.6 Employee required to remain available for work during meal break.

(a) Where a Nursing Employee is required by the Employer to regularly remain available for work during a meal break, but is free from duty, the Employee will be paid at ordinary rates for a 30-minute meal break. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

(b) Where an Aged Care Classification employee is required to remain available to attend to duty or is on duty during their meal break, the Employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.

34. Tea Breaks

34.1 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.

34.2 Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.

34.3 Subject to agreement between the Employer and Employee, such breaks may alternatively be taken as one 20 minute tea break.

34.4 Tea breaks will count as time worked.

35. Overtime

35.1 Overtime Rates – Full Time

(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause **26 Ordinary Hours of Work** and clause **26.3 Span of Hours** are to be paid as follows:

Classification of Employee	**Monday to Friday**	**Saturday**	**Sunday**	**Public holidays**
Aged Care		200%	200%	250%

Nursing	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter		

(b) Overtime penalties as prescribed in clauses **35 Overtime 35.1 (a)** and **35.2 (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 **32 Weekend Work** and clause **37 Shiftwork**.

35.2 Overtime Rates - Part time and Casual Employees

(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause **26 Ordinary Hours of Work** are to be paid as follows:

Classification of Employee	**Monday to Friday**	**Saturday**	**Sunday**	**Public holidays**
Part time Nursing	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Nursing	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%
Part time Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight, or eight hours per shift for a Day Worker (10 hours by mutual agreement) or 10 hours on all other shifts exclusive of meal breaks.	150% for the first two hours and 200% thereafter	200%	200%	250%
Casual Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight eight hours per shift for a Day Worker (10 hours by mutual agreement) or 10 hours on all other shifts exclusive of meal breaks.	187.5% for the first two hours and 250% thereafter	250%	250%	312.5%

(b) The rates for casual Employees in clause **35 Overtime 35.2 (a)** are in substitution for and not cumulative upon the casual loading prescribed in clause **10 Types of Employment 10.6 (c)**.

(c) For a part time Employee, all time worked in excess of their guaranteed hours (unless an agreement has been entered into between the part time Employee and their Employer in accordance with clause **10 Types of Employment 10.3(c) and (d)**) will be overtime and paid at the rates prescribed by **clause 35 Overtime 35.2 (a)**. Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause **32 Weekend Work** and clause **37 Shiftwork**.

35.3 Time Off Instead of Payment for Overtime (TOIL)

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

(i) Time off instead of payment of overtime must be equivalent to the overtime payment that would have been made to the Employee and taken within three months of being accrued.

(ii) Where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made. These provisions will also apply on termination of employment.

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

35.4 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 a absence.

(c) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

35.5 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.

36. Recall to Duty

36.1 Recall to duty – return to workplace

(a) An employee (other than a Registered Nurse Level 4) who is rostered by the employer to be on-call, or is otherwise expressly required by the employer to be on-call, and who is recalled by the employer to the workplace will be paid overtime for a minimum of four hours at the appropriate overtime rate specified in clause **35 Overtime**, even if the work required is completed in less than four hours.

(b) If the work required is completed in less than the minimum hours referred to in clause **36.9 Recall to Duty a)** the employee will be released from duty.

(c) This clause **36 Recall to Duty** will not apply when overtime is continuous with the completion or commencement of that employee's ordinary hours or rostered shift.

(d) For the purposes of clause **36 Recall to Duty**, the employee will be paid for time spent travelling to and from work. For the avoidance of doubt, the employee will be paid from the time the employee leaves their place of residence and commences travel to the workplace, to the time the employee returns to their residence from the workplace. Employees are to travel the most direct route to and from the workplace.

37. Shiftwork

37.1 Shift Penalties

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

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

(b) The shift penalties prescribed in this clause will not apply to shiftwork performed by an Employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause **32 Weekend Work** and clause **41 Public Holidays** applies.

(c) The rates for casual Employees in clause **37 Shiftwork 37.1 (a)** are in substitution for and not cumulative upon the casual loading prescribed in clause **10 Types of Employment 10.6 (c).**

(d) The provisions of this clause **37 Shiftwork 37.1** will not apply to Registered Nurse levels 4 and 5.

38. Higher Duties

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

(a) the time so worked for two hours or less; or

(b) full day or shift where the time so worked exceeds two hours.

38.2 Higher duties allowance does not apply to Registered Nurse Levels 4 and 5.

Part 6: Leave and Public Holidays

39. Annual Leave

39.1 Annual leave is provided for in the NES.

39.2 Quantum of Annual Leave

(a) Annual leave on full pay is to be granted in accordance with the NES as follows:

(i) Full-time Employees four weeks annual leave

(ii) Full-time shiftworkers five weeks annual leave

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

(iv) Part time shiftworkers five weeks annual leave on a pro rata basis

(b) For the purposes of this clause, a shiftworker is an Employee who is not a day worker as defined in clause **26.3 Span of Hours.**

(d) Employees who are rostered to work ordinary hours on a weekend will be considered shift workers for the purposes of the additional week of annual leave.

39.3 Taking of Leave

(a) Where an Employee requests, annual leave can be taken in single days.

(b) The Employer shall provide a response within a reasonable timeframe giving consideration to the urgency of the application to an Employee' application for annual leave.

39.4 Direction by Employer for Excessive Leave to be taken

(a) The Employer may, by giving an Employee at least four weeks' notice in writing direct an Employee to take one or more periods of paid annual leave where the Employee has an outstanding annual leave balance greater than eight weeks (or 10 weeks for a shift worker).

(b) Prior to notifying an Employee of a direction to take annual leave the Employer will attempt to meet with the Employee to arrange a plan for the Employee to take annual leave. Where the Employee does not confer with the Employer, or the Employer and Employee to do not come to agreement when leave will be taken, the Employer can direct the Employee to take leave as per clause **39 Annual Leave 39.4 (a).**

39.5 Payment for Annual Leave

Before going on annual leave, an Employee may elect to be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

39.6 Cashing out of Annual Leave

(a) Annual leave credited to an Employee may be cashed out, subject to the following conditions:

(i) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks; and

(ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and

(iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

39.7 Annual Leave Loading

(a) In addition to their ordinary pay, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay.

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

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

(ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period based on the Employee's roster pattern from the previous 4 roster cycles.

(c) When the employment of an Employee is terminated, and at the time of the termination the Employee has not been given and not taken the whole of an annual leave period to which the Employee became entitled, the Employee will be paid their leave loading entitlement for the period not taken.

(d) Annual leave loading is not payable for days that have been added in accordance with the election provisions of clause **39 Annual Leave 39.2 (a)**.

40.8 Payment of Annual Leave on Termination

On the termination of their employment, an Employee will be paid their untaken or pro-rata annual leave.

40. Leave Without Pay

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

40.2 The Employee must make such application

(a) in writing,

(b) including reason/s for leave,

(c) at least 14 days prior to the taking of leave without pay,

(d) or as otherwise agreed between the Employee and Employer.

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

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

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

41. Public Holidays

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

41.2 Payment for Work on Public Holidays

(a) All work performed by an Employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the Employee elects, the Employee will be paid half-time extra (50%) for all time worked in addition to the weekly

rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at clause **39 Annual Leave 39.7**.

(b) The election in clause **41 Public Holidays 41.2 (a)** will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of the Employer.

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

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

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

41.3 Public Holiday Substitution – State Law

(a) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause **41 Public Holidays 41.2 (d)**, then the substituted day or part-day is the public holiday.

(b) Subject to **clause 41 Public Holidays 41.3(a)**, any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

41.4 In addition to those eleven named public holidays specified in clause **41 Public Holidays 41.2 (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 declared public holiday for that calendar year; or

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

41.5 It is the intention of this agreement that an Employee will ordinarily receive 12 public holidays per annum, that being the eleven named public holidays under clause **41 Public Holidays 41.2** and the additional public holiday at clause **41 Public Holidays 41.4**.

41.6 Public Holiday Substitution

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

41.7 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 to Friday Employees.

41.8 Part-time Employees

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

(b) A part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

41.9 Casual Employees

(a) Casual Employees will be paid only for those public holidays they work. Casual employees will be paid for hours worked at the relevant rate in the table below. The rates are in substitution for and not cumulative upon the casual loading prescribed in **clause 10 Types of Employment 10.5 (b)**.

Classification of Employee	**Public Holiday Rate**
Aged Care	275%
Nursing	312.5%

(b) Payments under this clause **39 Annual Leave 39.9** are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

42. Ceremonial Leave

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

43. Personal/Carer's Leave and Compassionate Leave

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

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

43.3 Entitlement to Paid Personal/Carer's Leave

(a) For each year of service with the Employer, an Employee is entitled to 10 days of paid personal/carer's leave.

(b) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

43.4 Taking of Personal/Carer's Leave

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

(a) where the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

(b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

43.5 Notice and Evidence Requirements

(a) To be entitled to paid leave under clause **43 Personal/Carers' and Compassionate Leave** an Employee must give the Employer notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment.

(b) To be entitled to personal leave under clause **43 Personal Carers' and Compassionate Leave** during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:

(i) a certificate from a registered health practitioner stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or

(ii) a statutory declaration made by the Employee stating that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or

(iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

(c) To be entitled to carer's leave under clause **43 Personal Carers' and Compassionate Leave** during the period the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:

(i) a certificate from a registered health practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or

(ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period to provide care or support to a member of the Employee's Immediate Family or household because of personal illness, or injury, or an unexpected emergency; or

(iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion

(d) To be entitled to compassionate leave during the period under clause **43 Personal Carers' and Compassionate Leave**, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):

(i) a certificate from a registered health practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or

(ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the member.

(iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion

43.6 Payment of Paid Personal/Carer's Leave

(a) If an Employee takes a period of paid personal/carer's leave and meets the notice requirements set out at clause **43 Personal Carers' and Compassionate Leave 43.5** the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

(b) In addition, an Employee may use accumulated personal/carer's leave when on workers compensation only where their workers compensation payments are less than their normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

43.7 Service

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

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

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

44. Long Service Leave

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

(a) An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955* (NSW).

(b) Where this clause provides entitlements that are more beneficial than the *Long Service Leave Act 1955* (NSW) this clause shall apply.

(c) Where this clause is silent the provisions of the *Long Service Leave Act 1955* (NSW) shall apply.

44.2 Quantum of Long Service Leave (Nursing Classifications)

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

(b) Where the service of an Employee with at least five years' service is terminated, for reasons other than serious misconduct, the Employee shall be entitled to long service leave as follows:

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

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

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

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

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

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

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

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

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

44.5 Taking of Long Service Leave

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

(b) In such a case, where the Employer and Employee agree to postpone the taking of leave, the Employee shall be paid for that leave at the rate of pay applicable at the time of the agreement and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the Employer and the Employee.

(c) For the purposes of this clause:

(i) Continuous service in the same 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; or

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

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

44.6 Subject to clauses **44 Long Service Leave 44.2, 44.3 and 44.4**, 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.

45. Community Service Leave

Community service leave is provided for in the NES.

46. Parental Leave

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

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

(a) The leave is associated with:

(i) The birth of a child of the Employee or Employee's spouse or de-facto partner; or

(ii) The placement of a child with the Employee for adoption.

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

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

(a) the date of birth or expected date of birth; or

(b) day of placement or expected day of placement of the child.

46.4 Paid Parental Leave

(a) In addition to unpaid parental leave available to eligible Employees under the Act, full-time and part time Employees may claim paid parental leave at their base rate of pay as provided for at clause **46 Parental Leave 46.4 (d)**, from the date the parental leave commences in the following circumstances:

(i) where there is compliance with the documentation requirements to the extent to which they apply; and

(ii) immediately before the expected date of birth of the child, the Employee has, or will have, completed at least 24 months of continuous service with the Employer, and

(iii) where the Employee will be the primary care giver for the child.

(b) With regards to the first and subsequent claims for Employer paid parental leave the following conditions apply:

(i) first claim: where eligible for unpaid parental leave; and

(ii) second and subsequent claims: where an Employee having returned to work from a period of parental leave has completed a further six months of continuous service prior to each claim.

(c) Payment of Employer paid parental leave is calculated on the Employee's weekly base rate of pay based on the average ordinary hours worked by the Employee in the 12 month period immediately preceding the commencement of parental leave.

(d) Eligible full-time and part time Employees are entitled to apply for paid parental leave as provided below:

(i) Primary Care Giver Leave - six weeks Employer top up pay for the Primary Care Giver. Primary Care Giver Leave can also be accessed for adoption, and will commence from the date of taking custody of the child; or

(ii) Partner Leave - two weeks Employer top up pay in any one year which must commence within four weeks of the birth or placement date of the child.

(e) With regards to Employer paid parental leave the following applies:

(i) The Employer will pay "top up pay" at the Employees' weekly base rate of pay. "Top up pay" is the difference between the Employee's base rate of pay and the amount provided by a Government Paid Parental Leave Scheme.

(ii) The Employee is required to notify the Employer that they have applied for the Government Paid Parental Leave Scheme.

(iii) Where an Employee meets the requirements of clause **46 Parental leave 46.4 (a)** but is not eligible for Government Paid Parental Leave, the Employer will provide an amount to the Employee, limited to what the Employee would have received from the Employer should have they been eligible to Government Paid Parental Leave.

(f) It is agreed between the parties that it is the intention of this clause to only provide a paid parental leave entitlement based on topping up a government paid parental leave scheme up to a maximum of the Employee's average base weekly wage.

(g) For Employee couples of the Employer, it is agreed that the intention of this clause is that the benefit will apply to only one person during each eligible period of paid parental leave.

46.5 Intention and Operation of the Clause

The parties to this agreement agree:

(a) Clause **46 Parental Leave 46.4** was developed and agreed by the parties based on the provisions detailed in the *Paid Parental Leave Act 2010* (Cth) as at the date the Agreement was made.

(b) Clause **46 Parental Leave 46.4** has been drafted with the intention to provide an Employee with a paid parental leave entitlement equal to their average weekly rate of pay for the period detailed in clause **46 Parental Leave 46.4**, with the Employer limited to pay the difference between the National Minimum Wage and the Employee's average weekly wage.

(c) If throughout the term of this Agreement changes to the *Paid Parental Leave Act 2010* (Cth) impact the intention and operation of this subclause the parties to this Agreement agree to meet and discuss the impact of changes to the application of clause **46 Parental Leave 46.4**.

47. Family and Domestic Violence Leave

47.1 This clause applies to all Employees, including casuals.

47.2 The employer has a zero tolerance to violence in the workplace and elsewhere. The employer is committed to ensuring that an employee experiencing family and domestic violence has access to timely and appropriate support in their employment that is responsive to their individual circumstances.

47.3 Family and Domestic violence leave will be provided in accordance with the NES. This clause **47 Family and Domestic Violence Leave** provides additional arrangements.

47.4 All employees, including eligible casual employees, are entitled to 10 days of paid family and domestic violence leave in a 12-month period.

47.5 The full 10 days leave entitlement will be available to employees on commencement, will renew on their work anniversary and will not accumulate from year to year.

47.6 Full-time and part-time employees can take paid family and domestic violence leave at their ordinary rate of pay for the hours they would have worked had they not been on leave.

47.7 For paid family and domestic violence leave, casual employees will be paid at their ordinary casual rate of pay.

47.8 Family and domestic violence leave can be used if an employee needs to do something to deal with the impact of family and domestic violence and it is impractical for the employee to do that thing outside the employee's work hours, for example:

(a) making arrangements for their safety, or the safety of a close relative (including relocation);

(b) attending court hearings;

(c) accessing police services;

(d) attending counselling; and/or

(e) attending appointments with medical, financial, or legal professionals.

47.9 Employees are required to advise the employer of their intention to take family and domestic violence leave, as soon as possible. This could be after the leave has started. The employer can ask an employee for evidence to show the employee needs to do something to deal with family and domestic violence and it's not practical to do that thing outside their hours of work.

47.10 An employee who has given the employer notice of the taking of leave under this clause **47 Family and Domestic Violence Leave** must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause **47 Family and Domestic Violence Leave 47.8.**

47.11 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.

47.12 The employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause **47 Family and Domestic Violence Leave 47.10 and 47.11,** is treated confidentially, as far as it is reasonably practicable to do so.

47.13 Nothing in clause **47 Family and Domestic Violence 47.10 and 47.11** prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Part 7: Other Conditions

48. Training and Education

48.1 The Employer may make in-service training available to all Employees to assist those Employees to maintain professional registration or endorsement and skill development.

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

48.3 Each Employee shall provide to their Employer details of their attendance at in-service training and the Employer shall keep a record of this attendance.

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

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

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

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

48.6 The Employer will review all requests for external training on a case by case basis having regard to the operational needs of the business.

49. Attendance at First Aid Training

Where an Employer directs an Employee to attend First Aid training the Employer will bear the cost of the training.

50. Workplace Delegate's Rights

50.1 **Workplace Delegate's Rights** provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause **50 Workplace Delegate's Rights**.

50.2 In clause **50 Workplace Delegate's Rights**:

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

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

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

50.3 Before exercising entitlements under clause **50 Workplace Delegate's Rights**, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

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

50.5 Right of representation

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

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

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

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

50.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause **50 Workplace Delegate's Rights 50.5**. This includes discussing membership of the delegate's organisation and representation with eligible workers.

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

50.7 Entitlement to reasonable access to the workplace and workplace facilities

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

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

(ii) a physical or electronic noticeboard;

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

(iv) a lockable filing cabinet or other secure document storage area; and 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 Workplace Delegates' Rights 50.7 a)** if:

(i) the workplace does not have the facility;

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

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

50.8 Entitlement to reasonable access to training

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

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

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

(i) `full-time or part-time employees; or

(ii) regular casual employees.

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

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

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

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

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

50.9 Exercise of entitlements under clause **50 Workplace Delegates' Rights.**

(a) A workplace delegate's entitlements under clause **50 Workplace Delegates' Rights** are subject to the conditions that the workplace delegate must, when exercising those entitlements:

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

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

(b) When exercising any entitlements under clause **50 Workplace Delegates' Rights**, a workplace delegate must, other than in the reasonable exercise of those entitlements:

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

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

(c) Clause **50 Workplace Delegates' Rights** does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

(d) Clause **50 Workplace Delegates' Rights** does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

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

1. Unreasonably fail or refuse to deal with a workplace delegate or
2. Knowingly or recklessly make a false or misleading representation to a workplace delegate or
3. Unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or **50 Workplace Delegates' Rights.**

51. Amenities

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

51.2 Such amenities may include:

(a) Employee designated toilets and access to showers;

(b) lockers;

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

(d) utensils; and

(e) sanitary conveniences.

52. National Criminal History Check

52.1 It is a requirement of employment that Employees covered by this Agreement obtain and retain a current National Criminal History Check, known as a Police Check.

52.2 Police Check

(a) All new or prospective Employees are required to provide a current and satisfactory Police Check at their own expense.

(b) All Employees, except as provided at clause **52 National Criminal History Check 52.2 (c)** are required to renew their Police Check at their own expense.

(c) With regards to a full-time Employee with over two and a half years' service with the Employer:

(i) the Employer agrees to pay the cost of the renewal of an Employee's Police Check who is required to renew a Police Check due to the upcoming expiry of a current check; or

(ii) if agreed with the Employer prior to obtaining the renewed Police Check, reimburse an Employee the cost of a Police Check renewal. Reimbursement is condition upon submitting a receipt or evidence satisfactory to the Employer of the payment.

(d) In accordance with obligations contained in the *Aged Care Act 1997* (Cth), and as set out under clause **12 Suspension**, where an Employee does not maintain a current and satisfactory Police Check, they will be stood down without pay until such time as the Police Check is provided to the Employer.

(e) Where an Employee has an accrued annual leave entitlement they may request to take annual leave during the period of the period they are unable to be rostered subject to the approval of the Employer.

(f) Failure to provide and maintain a current Police Check may result in disciplinary action, up to and including dismissal.

52.3 Police Check Status Change

(a) If an Employee's Police Check status changes or may change (subject to the completion of legal proceedings) prior to the expiry of the existing Police Check, the Employee is required to advise the Employer of the circumstances and potential status change.

(b) Where a Police Check is requested by the Employer, or submitted by an Employee, between Police Checks as a result of a status check change, or potential status check change, the Employee is liable for the cost of that Police Check.

(c) Upon notification of a Police Check status change the Employer will decide whether the change, or potential change, impacts the Employee's capability and right to work and discus the impact of that status change with the Employee.

(d) The Employer is under no obligation to provide alternative employment to an Employee who can no longer perform their duties because they do not have a satisfactory Police Check.

53. Influenza Vaccination

53.1 Where an Employer provides Employees with access to influenza vaccinations on an annual basis at the workplace, or an alternative site nominated by the Employer, the Employer will pay for the cost associated with the influenza vaccine.

53.2 An Employer may agree for an Employee to make private arrangements to get the influenza vaccination. Where the Employer agrees to private arrangements, they will reimburse the Employee, limited to the cost of the influenza vaccine and only upon receipt of evidence of purchase of the vaccine, once in a twelve month period. Where there is no agreement for private arrangement reimbursement, the Employer is not obligated to reimburse the Employee.

53.3 The inclusion of this clause does not create a new obligation for the Employer to offer an influenza vaccine, nor does it create an obligation on an Employee to receive or get the influenza vaccine. This clause also does not require an Employer to maintain offering the influenza vaccine, or reimbursement of the vaccination cost, should they elect at any time throughout the operation of this agreement to discontinue offering the influenza vaccination.

54. Savings Clause

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

55. Right to Disconnect

55.1 An Employee may refuse to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours unless the refusal is unreasonable.

55.2 Unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(a) Their Employer outside of the Employees working hours,

(b) a third party if the contact or attempted contact relates to, their work and is outside of the Employee's working hours.

55.3 Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of subsections a) and b), the following must be taken into account:

(a) The reason for the contact or attempted contact,

(b) How the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee,

(c) The extent to which the Employee is compensated (for example, whether or not the Employee is being paid the on call allowance):

(i) To remain available to perform work during the period in which the contact or attempted contact is made or

(ii) For working additional hours outside of the Employee's ordinary hours of work;

(d) The nature of the Employee's role and the Employee's level of responsibility,

(e) The Employee's personal circumstances (including family or caring responsibilities).

55.4 Clause **55 Right to Disconnect** does not prevent an Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where:

(a) the Employee is being paid the on-call allowance under clause **21 Allowances (f)** and

(b) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.

55.5 Clause **55 Right to Disconnect** does not prevent an Employer from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of:

(a) an emergency roster change under clause **30 Rosters** or

(b) a recall to work under clause **36 Recall to Duty**.

Signatories (pages to be inserted)

EXECUTION PAGE – FOR THE EMPLOYER

I am authorised to sign this Agreement for and on behalf of the Employer, Thompson Health Care:

Name of Signatory (please print)	**Deborah Jennings, Chief Executive Officer**
Signature	
Address of Signatory	**Head Office located at Thompson Health Care, Level 4, 20/924 Pacific Highway, Gordon NSW 2072**
Contact Email	**deborah.jennings@thc.net.au**
Contact Phone	**(02) 8467 9333**
Position or Capacity	**Chief Executive Officer**
Authorised by	**Chief Executive Officer**
Date of signing: 22/09/26	

Witness to the Employer (not a manager):

Name of Signatory (please print)	**Keisha Tat, People & Culture Coordinator**
Signature	
Address of Signatory	**Head Office located at Thompson Health Care, Level 4, 20/924 Pacific Highway, Gordon NSW 2072**
Contact Email	**keisha@thc.net.au**
Contact Phone	**(02) 8467 9333**
Position or Capacity	**People & Culture Coordinator** **RN Registration number: N/A**
Date of signing: 22/09/2026	

EXECUTION PAGE - FOR THE EMPLOYEES

I am authorised to sign this Agreement as an employee of the Employer, Thompson Health Care, covered by this Enterprise Agreement:

EMPLOYEE 1 (not a manager):

Name of Signatory (please print)	Asmita Thapa
Signature	
Address of Signatory	Thompson Health Care Burdett House, 65 Burdett Street, Hornsby NSW 2077
Contact Email	reception@thc.net.au
Contact Phone	02 9886 4800
Position or Capacity (add registration no. if appropriate)	Registered Nurse
Date of signing:	23/09/2026

EMPLOYEE 2 (not a manager):

Name of Signatory (please print)	Ranju Thapa
Signature	
Address of Signatory	Thompson Health Care Burdett House, 65 Burdett Street, Hornsby NSW 2077
Contact Email	reception@thc.net.au
Contact Phone	02 9886 4800
Position or Capacity (add registration no. if appropriate)	Registered Nurse
Date of signing:	23/9/26.

EMPLOYEE 3 (not a manager):

Name of Signatory (please print)	Losana V. Hannizian
Address of Signatory	Thompson Health Care Burdett House, 65 Burdett Street, Hornsby NSW 2077
Contact Email	reception@thc.net.au
Contact Phone	02 9886 4800
Position or Capacity (add registration no. if appropriate)	PCW
Date of signing:	23/09/2026.

I am authorised to sign this Agreement as an employee bargaining representative on behalf of the AUSTRALIAN NURSING AND MIDWIFERY FEDERATION in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation.



Signature

Michael Whaites
New South Wales Branch Secretary
Australian Nursing and Midwifery Federation

50 O'Dea Avenue Waterloo NSW 2017

Date

Signature on behalf of the Health Services Union NSW Branch

DATED this 3rd day of November 2026

	Gerard Hayes	Secretary.
Signature	Print Name	Position

I declare that I am an authorised to sign this Agreement on behalf of the named Bargaining Representative.

Address: Level 2, 109 Pitt Street Sydney NSW 2000

DATED this day of 2026

	LAUREN HUTCHINS	ASSISTANT SECRETARY
Witness Signature	Print Name	Position

Schedules - Classification Descriptors

The following classification descriptors apply to the classifications covered by this Agreement. Some classifications contain levels only, some include pay point progression within levels, and some roles are appointment-based or subject to qualification requirements.

For the purposes of this Agreement and correct application of Classifications and Levels:

Appointment, appointed or **by employer appointment** means an appointment offered by the Employer in writing and accepted by the Employee in writing.

For the avoidance of doubt, where THC determines that duties may be performed through employer-provided training, internal accreditation, competency assessment or equivalent demonstrated competence, the possession of a higher external qualification by an Employee will not of itself confer an entitlement to a higher classification, position or rate of pay, unless that qualification has been expressly designated by THC as a requirement of the position.

Schedule A – Nursing Classification Descriptions

This Schedule contains the following nursing classifications and descriptions:

ENROLLED NURSES

An Enrolled Nurse may be required to lead and/or supervise the work of others.

Enrolled Nurse (EN) means a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication.

REGISTERED NURSES

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

Registered Nurse Level 1

An Employee at this level performs their duties:

- according to their level of competence; and,
- under the general guidance of, or with general access to a more experienced Registered Nurse who provides work related support and direction;
- Performs general nursing duties including an ability to:
  - deliver direct and comprehensive nursing care and individual case management to residents or clients;
  - coordinate services, including those of other disciplines or agencies, to individual residents or clients;
  - provide education, counselling and group work services orientated towards the promotion of health status improvement of residents and clients; and,
  - provide support, direction and education to newer or less experienced staff, including Enrolled Nurses, Nursing Assistants and Personal Care Workers.

Registered Nurse Level 2

An Employee at this level and to the employer appointed role of CNS, or CCC, or CNE:

- holds any other qualification required for working in an Aged Care or Home Care practice setting or accepted relevant experience; and
- is appointed as such by a selection process. or by reclassification from a lower level when the employee is required to perform the duties detailed in the definition a Registered Nurse Level 2 on a continuing basis.
- An Employee at this level may provide additional support in an Aged Care or Home Care practice setting.

In addition to the duties of a Registered Nurse Level 1, an Employee appointed to this level is required, to perform duties delegated by a Clinical Nurse Consultant or any higher-level classification.

Duties of a **Clinical Nurse Specialist (CNS) or Clinical Care Coordinator (CCC)** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of residents or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to Registered Nurse Level 1, Enrolled Nurses, and Personal Care Workers;
- being responsible for planning and coordinating services relating to a particular group of clients or residents in the facility, as delegated by the Clinical Nurse Consultant;
- acting as a role model in the provision of holistic care to residents 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 **Clinical Nurse Educator**

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

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

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

Registered Nurse Level 3

An Employee at this level:

- holds any other qualification required for working in an Aged Care or Home Care practice setting; and,
- is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties of an RN 3 on a continuing basis.

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

In addition to the duties of a Registered Nurse Level 2, an Employee at this level will perform the following duties in accordance with practice settings and resident or client groups.

Duties of a **Clinical Nurse Consultant (CNC)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others particularly in the areas of action research and quality assurance programs;
- staff 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 residents 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 residents or clients within a practice setting; and

- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

The Clinical Nurse Consultant may also be the most senior Registered Nurse.

Duties of a **Nurse Educator (NE)** 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.

Registered Nurse Level 4

An Employee at this level may also be known as the **Deputy Director of Nursing**

An employee at this level:

(i) holds any other qualification required for working in the employee's particular 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 of an RN 4 on a continuing basis.

Such Registered Nurse is appointed to assist the Director of Nursing, in the management of a Facility and take a shared responsibility for the clinical care of residents.

The Deputy Director of Nursing may also be the most senior Registered Nurse.

In addition to the duties of a Registered Nurse Level 3, an Employee at this level will perform the following duties:

- Being accountable for the standards of nursing care;
- Participating as a member of the Leadership Team of the Facility;
- Providing leadership, direction and management in the Facility in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors;
- 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 within the Facility;
- Ensuring that nursing services meet the changing needs of clients or residents through proper strategic

planning; and

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

Registered Nurse Level 5

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

An Employee at this level:

- holds any other qualification required for working in an Aged Care or Home Care practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the employee is required to permanently perform the duties of a RN 5 on a continuing basis.

In addition to the duties of a Registered Nurse Level 4, an Employee at this level may perform the following duties:

- being accountable for the standards of nursing care for the Facility and for coordination of the nursing service in the Facility;
- where required by the employer, contributing to THC Leadership Team at organisational level, being accountable to the executive team for the development and evaluation of nursing policy, and generally contributing to the development of wider policy;
- providing leadership, direction and management in accordance with policies, philosophies, objectives, directives and goals of THC Leadership Team. ;
- providing leadership and role modelling, in collaboration with others where appropriate or where directed, 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;
- managing the budget for nursing services;
- ensuring that nursing services meeting changing needs of residents and/or clients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Nursing Practitioner (Employer Appointed Position)

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

A Nurse Practitioner will have at least 3 years full-time equivalent experience in an advanced practice role and meets the national competency standards for Nurse Practitioners. A Nurse Practitioner functions autonomously and operates at a level of nursing that uses extended and expanded skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care.

Role of a Nurse Practitioner

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

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

Scope of Practice

The scope of practice of the Nurse Practitioner is determined by the context in which: The Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays. Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

Schedule B - Personal Care Worker Classification Descriptions

This Schedule contains the classification descriptions for THC Personal Care Workers. The classification of Personal Care Worker means a person employed in a THC Residential Aged Care Facility, appointed to provide personal, direct care to those residents and to support and encourage residents in maintaining a healthy and active lifestyle that is designed to meet their individual wellbeing levels.

All Personal Care Workers are encouraged to formally upskill during their employment to a Certificate III in Aged Care

Movement above a Level 4 – Personal Care Worker – Senior, is by employer appointment only and subject to the needs of THC.

Level 1 - Personal Care Worker – Introductory (< 3 months experience) (aligned with ACE 1)

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

An Employee at this level is an employee whose primary role is to provide direct care to residents and who has less than 3 months' aged carer experience.:

Level 2 - Personal Care Worker – Unqualified (aligned with ACE2)

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

An Employee at this level is an employee whose primary role is to provide direct care to residents and who has 3 months' or more aged carer experience.:

Level 3 - Personal Care Worker – Qualified (aligned with ACE 3)

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

An employee at this level may also hold a higher qualification that is not required for the role and was not a condition of engagement. The possession of a qualification higher than the Cert III referenced, does not, of itself, confer an entitlement to classification at a higher level.

Level 4 - Personal Care Worker – Senior (aligned with ACE 4)

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

Level 5 - Personal Care Worker – Specialist (by Employer appointment) (aligned with ACE 5)

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

Level 6 - Personal Care Worker – Team Leader (by Employer appointment) (aligned with ACE 6)

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

Schedule C – Most Senior Cook/Chef Classification Descriptions

This Schedule contains the classification descriptions for the Employee who is the single most senior food services Employee engaged by the Employer at the facility or site.

The single most senior food services Employee can be classified as 1 of the following depending on their position and qualification:

- **Chef /Food services supervisor (Aged Care Employee Level 7)**

  The appointed Head Chef (Trade qualified) and/or Food services supervisor

- **Most Senior Chef (Aged Care Employee Level 6)**

  Senior chef – Trade qualified

- **Most Senior Chef (Aged Care Employee Level 5)**

  Chef – Trade qualified

- **Most Senior Cook (Aged Care Employee Level 4)**

  Senior cook – Trade qualified

In addition to the classification description for their appropriate level under the Aged Care Employee classifications in **Schedule G** of this Agreement, the most senior food services Employee may perform the following duties:

- day to day meal preparation and cooking;
- meal planning which meets industry standards including the dietary needs of residents both as a group or to cater for individual prescribed dietary needs (for example diabetes, lactose intolerance, or sourcing culturally significant or religion-based diets such as Kosher or Halal methods or vegetarian only) and other known restrictions;
- general and specialised duties, including supervision or training of kitchen and dining room Employees, liaising with Health Professionals, planning and staffing forward rosters and resolving complaints;
- ordering and stock control including managing the allocated budget and advise managers of significant differences when comparing actual to budget; and
- ensuring WHS standards are met in the kitchen, dining room and bedside food delivery.

Schedule D –Aged Care Employee Classification Descriptions

This Schedule contains the classification descriptions for Aged Care Employees that are classified into 1 of these 3 broad areas:

- General Services
- Catering Services; or,
- Clerical Support Services.

Aged Care Employee – Level 1 – less than 500 hours in industry

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

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

Typical Roles:

- General Services: Assistant Gardener, Laundry Hand or Cleaner.
- Catering Services: Food Services Assistant.
- Clerical Support Services: General Clerk.

Aged Care Employee - Level 2 – more than 500 hours in industry

An Employee at this Level:

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

Typical Roles:

- General Services: Gardener (non-trade), Maintenance/Handyperson (unqualified) and Driver (less than 3 ton) **and Laundry Hand and Cleaner until 31 December 2024.**
- Catering Services: **Food Services Assistant until 31 December 2024.**
- Clerical Support Services: General clerk/Typist (between 3 months' and less than 1 years' service).

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.

Typical Roles:

- General Services: Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate and **Laundry Hand and Cleaner (from ffppooa 1 January 2025).**
- Catering Services: **Food Services Assistant (from ffppooa 1 January 2025)** and Cook (unqualified).
- Clerical Support Services: General Clerk/Typist (second and subsequent years of service), Receptionist and Pay clerk.

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.

Typical Roles:

- General Services: Maintenance/Handyperson (qualified), Driver (3 ton and over) and Gardener (trade or TAFE Certificate III or above).
- Catering Services: Senior Cook (trade).
- Clerical Support Services: Senior Clerk or Senior Receptionist.

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 (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Typical Roles:

- General Services: NIL.
- Catering Services: Chef.
- Clerical Support Services: Secretary (Interpreter) (unqualified).

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.

Typical Roles:

- General Services: Maintenance Tradesperson (Advanced) or Gardener (Advanced).
- Catering Services: Senior Chef.
- Clerical Support Services: NIL

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.

Typical Roles:

- General Services: Gardener Superintendent or General Services Supervisor.
- Catering Services: NIL.

- Clerical Support Services: Clerical Supervisor or Interpreter (NAATI qualified).

Schedule E – Wages

NOTE 1: To achieve alignment with the applicable rates of pay prescribed in Schedule E and the associated Tables for the relevant period, an employee's existing rate of pay during that period will be taken into account. Where an employee was paid less than the applicable rate of pay prescribed for the relevant period, the employee will receive the appropriate adjustment, including any back payment and/or increase to their rate of pay required under this Agreement.

NOTE 2: Employees employed within nursing classifications that have Pay Points, are entitled to progress to the next pay point subject to the completion of 1976 hours (includes paid leave) within no less than an anniversary year.

NOTE 3: FFPPOOA means the first full pay period on or after the date specified.

Table 1 – Nursing Classifications and Minimum Wages

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column I Incorporate WV New Hourly Rate from FFPPOOA 1 March 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column II Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Student Enrolled Nurse	**Student Enrolled Nurse**						
Student Enrolled Nurse - Undergoing pre-registration training	**Student Enrolled Nurse** Undergoing pre-	$30.80	$30.80	$31.57	$31.57	$32.36	$33.17

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column I Incorporate WV New Hourly Rate from FFPPOOA 1 March 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column II Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
	registration training						
Enrolled Nurse Specialist (Employer Appointed Position)	**Enrolled Nurse**						
		$37.34	$38.12	$39.07	$40.71	$41.73	$42.77
Registered Nurse - level 1	**Registered Nurse - level 1**						
Pay Point 1	Pay Point 1	$41.75	$42.34	$43.40	$44.81	$45.93	$47.08
Pay Point 2	Pay Point 2	$43.63	$46.74	$47.91	$49.48	$50.72	$51.98
Pay Point 3	Pay Point 3	$45.54	$47.56	$48.75	$50.32	$51.58	$52.87
Pay Point 4	Pay Point 4	$47.65	$47.74	$48.94	$50.51	$51.77	$53.06

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column I Incorporate WV New Hourly Rate from FFPPOOA 1 March 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column II Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Pay Point 5 and thereafter	Pay Point 5 and thereafter	$50.32	$50.32	$51.58	$53.10	$54.43	$55.79
Registered Nurse - level 2	**Registered Nurse - level 2**						
Covers CCC, CNS and CNE	Covers CCC, CNS and CNE	$51.62	$53.47	$53.47	$55.06	$56.4	$57.84
Registered Nurse - level 3	**Registered Nurse - level 3**						
Pay point 1 (NM and NE)	Pay point 1 (NE)	$54.67	$57.26	$58.70	$60.10	$61.60	$64.14
Pay point 2 (NM and NE)	Pay point 2 (NE)	$56.11	$57.86	$59.31	$60.71	$62.23	$63.78
Pay point 3 (NM and NE)	Pay point 3 (NE)	$57.40	$58.35	$59.81	$61.21	$62.74	$64.31
Registered Nurse – level 4	**Registered Nurse – level 4**						

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column I Incorporate WV New Hourly Rate from FFPPOOA 1 March 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column II Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Less than 20 beds	Less than 20 beds	$59.31	$59.98	$61.48	$62.33	$63.89	$65.49
20 to less than 75 beds	20 to less than 75 beds	$62.77	$62.77	$64.34	$65.20	$66.83	$68.50
75 to less than 100 beds	75 to less than 100 beds	$62.77	$63.77	$65.36	$66.22	$67.88	$69.58
100 to less than 150 beds	100 to less than 150 beds	$62.77	$64.77	$66.39	$67.25	$68.93	$70.65
150 to less than 200 beds	150 to less than 200 beds	$62.77	$65.77	$67.41	$68.27	$69.98	$71.73
Over 200 beds	Over 200 beds	$63.29	$66.77	$68.44	$69.30	$71.03	$72.81
Registered Nurse – level 5	**Registered Nurse – level 5**						
Less than 25 beds	Less than 25 beds	$61.39	$72.43	$74.24	$75.45	$77.34	$79.27
25 to less than 75 beds	25 to less than 75 beds	$64.85	$73.10	$74.93	$76.14	$78.04	$79.99

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column I Incorporate WV New Hourly Rate from FFPPOOA 1 March 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column II Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
75 to less than 100 beds	75 to less than 100 beds	$68.15	$74.10	$75.95	$77.16	$79.09	$81.07
100 to less than 150 beds	100 to less than 150 beds	$70.89	$75.10	$76.98	$78.19	$80.14	$82.14
150 to less than 200 beds	150 to less than 200 beds	$77.57	$77.57	$79.51	$80.72	$82.74	$84.81
Over 200 beds	Over 200 beds	$77.57	$78.57	$80.53	$81.74	$83.79	$85.88
Nurse practitioner	**Nurse practitioner**						
1st year	1st year	$59.25	$59.25	$60.73	$60.73	$62.25	$63.81
2nd year	2nd year	$60.63	$60.63	$62.15	$62.15	$63.70	$65.29

Table 2 - Personal Care Workers (PCW) Classifications Minimum Wages

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Aged Care Level 2	Level 1 PCW - Introductory - aligned with ACE DC 1	$29.89	$30.75	$31.52	$32.16	$32.96	$33.78
Aged Care Level 3 RAO CSE Grade 3	Level 2 PCW - Unqualified Year 1 - aligned with ACE DC 2	$31.24	$32.08	$32.28	$33.92	$34.77	$35.64
Aged Care Level 3 Wardsman (2nd year)	Level 2 PCW - Unqualified Year 2 - aligned with ACE DC 2	$31.73	$32.27	$33.08	$34.12	$34.97	$35.84
Aged Care Level 4 Personal Care Worker Cert III CSE Grade 3	Level 3 – PCW / Lifestyle, Qualified (Cert III) - aligned with ACE DC 3	$32.27	$33.56	$34.39	$35.71	$36.60	$37.52
	Level 4 – PCW / Lifestyle Senior (Cert III & 4 years' experience) - aligned with ACE DC 4	$33.75	$34.45	$35.31	$37.13	$38.06	$39.01

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Aged Care Level 6 Personal Care Worker Cert III CSE Grade 4 Level 2 medications	Level 5 – PCW / Lifestyle Specialist (Cert IV) - aligned with ACE DC 5	$35.57	$35.72	$36.61	$38.57	$39.54	$40.53
Aged Care Level 7 Personal Care Worker CSE Grade 5 Diploma	Level 6 - PCW / Lifestyle Team Leader - aligned with ACE DC 6	$36.21	$37.45	$38.39	$39.99	$40.99	$42.01

Table 2 - Former Nursing Assistants – employed pre 1.1.2025

Current Classification	New Classification from date of operation	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027

First year	Level 1 - Introductory	$31.24	$31.37	$32.15	$32.79	$33.61	$34.45
First year	Level 2 - Unqualified Year 1	$31.24	$32.71	$33.53	$34.57	$35.43	$36.32
Second year	Level 2 - Unqualified Year 2	$31.73	$32.71	$33.53	$34.57	$35.43	$36.32
Third year	Level 2 - Unqualified Year 2	$32.24	$32.71	$33.53	$34.57	$35.43	$36.32
Thereafter / Cert III	Level 3 - Qualified (Cert III)	$33.27	$34.18	$35.04	$36.35	$37.26	$38.19
Team Leader (appointed without Cert IV)	Level 4 – Senior (Cert III & 4 years' experience)	$33.27	$35.03	$35.91	$37.73	$38.67	$39.64
Cert IV/Team Leader (appointed) (No supervisory responsibilities)	Level 5 – Specialist (Cert IV)	$33.27	$36.22	$37.13	$39.09	$40.07	$41.07
Cert IV/Team Leader (appointed) (Supervisory and Training responsibilities)	Level 6 - Team Leader	$36.21	$37.45	$38.39	$39.99	$40.99	$42.01

Table 3 – Most Senior Cook/Chef Classifications Minimum Wages

Current Classification	New Classification from date of operation – note: progression from one Level to the next shall be by Employer appointment only.	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Aged Care Employee—level 4 C - Senior Cook – trade (CSE Grade 3)	Level 4 - Senior Cook (Trade) (Most Senior)	$32.65	$32.65	$33.46	$33.46	$34.30	$35.16
Aged Care Employee—level 5 C - Chef Trade (CSE Grade 4 – Level 1)	Level 5 – Chef (Most Senior)	$33.75	$33.75	$34.60	$34.60	$35.46	$36.35
Aged Care Employee—level 6 C - Chef/Food Services Supervisor - trade/Diploma Assist/ Catering Officer 300-500 beds Assist/ Catering Officer 500-1000 beds	Level 6 – Senior Chef (Most Senior)	$35.57	$35.57	$36.46	$36.46	$37.37	$38.31

Current Classification	New Classification from date of operation – note: progression from one Level to the next shall be by Employer appointment only.	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Aged Care Employee— level 7 Chef/Food Services Supervisor - trade/Diploma C (Catering Officer 120-300 beds) C (Catering Officer 300-500 beds) C (CSE Grade 5 min rate) C (Catering officer 500-1000 beds) C (CSE Grade 5 max rate)	Level 7 – Chef / Food Services Supervisor (Most Senior)	$36.47	$36.47	$37.38	$37.38	$38.32	$39.27

Table 4 – Aged Care Employee Classifications Minimum Wages

Current Classification	New Classification from date of operation – progression from one Level to the next shall be by Employer appointment only.	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
Aged Care Employee—level 1 New Entry	Aged Care Employee Level 1	$25.99	$26.73	$27.40	$27.40	$28.08	$28.79
Aged Care Employee—level 2 A - (Clerk Grade 2 – 1st yr) C - (Clerk Grade 1)	Aged Care Employee Level 2	$27.02	$27.79	$28.49	$28.49	$29.20	$29.93
Aged Care Employee—level 3 General Clerk/Typist/Receptionist A (Clerk Grade 2 -2nd yr) C (Clerk Grade 2) A (Otherwise) C (Supervisor otherwise)	Aged Care Employee Level 3	$28.28	$30.38	$31.14	$31.14	$31.92	$32.72
Aged Care Employee—level 4	Aged Care Employee Level 4	$28.39	$29.91	$29.94	$29.93	$30.69	$31.46

Current Classification	New Classification from date of operation – progression from one Level to the next shall be by Employer appointment only.	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
C - Gardener – Trade (CSE Grade 3) C - Driver 3 ton / over (CSE Grade 3) C (CSE Grade 3) Senior/Clerk/Receptionist A (Clerk Grade 3 -1st yr) A (Clerk Grade 3 – 2nd yr) C (Clerk Grade 3) Maintenance Handyperson - qualified C (CSE Grade 3) A - Maintenance 'Tradesperson' Advanced (Supervisor Tradesman)							
Aged Care Employee— level 5 Secretary/PA A (Clerk Grade 4 - 1st yr)	Aged Care Employee Level 5	$29.35	$30.19	$30.95	$30.95	$31.72	$32.52

Current Classification	New Classification from date of operation – progression from one Level to the next shall be by Employer appointment only.	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
A (Clerk Grade 4 – 2nd yr) C (CSE Grade 4 – Level 1) A (In Charge of Staff) C (Supervisor in Charge of Staff) C - Gardener Advanced (CSE Grade 4)							
Aged Care Employee—level 6 Maintenance 'Tradesperson' Advanced A (Supervisor Tradesperson) C (Supervisor Tradesperson) A (Supervisor Tradesperson in charge of staff	Aged Care Employee Level 6	$30.93	$31.82	$32.62	$32.62	$33.43	$34.27
Aged Care Employee—level 7 General Services Supervisor C (CSE Grade 5- min rate)	Aged Care Employee Level 7	$31.49	$32.39	$33.20	$33.20	$34.03	$34.88

Current Classification	New Classification from date of operation – progression from one Level to the next shall be by Employer appointment only.	Column A New Hourly Rate from FFPPOOA 1 December 2024	Column 1 Incorporate WV New Hourly Rate from FFPPOOA 1 January 2025	Column B New Hourly Rate from FFPPOOA 1 July 2025	Column 2 Incorporate WV New Hourly Rate from FFPPOOA 1 October 2025	Column C New Hourly Rate from FFPPOOA 1 July 2026	Column D New Hourly Rate from FFPPOOA 1 July 2027
C (CSE Grade 5 – max rate) Gardener Superintendent C (CSE Grade 5 min rate) C (CSE Grade 5 max rate) Clerical Supervisor C (Clerk Grade 5)							

Table 7 – Allowances.

Item	Allowance	Clause	New Rate from FFPPOOA 1 July 2026	New Rate from FFPPOOA 1 July 2027
1	**Uniform Allowance when uniform is not supplied**			
	Uniform Allowance Per shift	22.3	$1.64	$1.68
	Uniform Allowance Per week	22.3	$8.30	$8.51
2	**Laundry Allowance (excluding Nursing Classifications)**			
	Per shift or part thereof	22.3	$0.43	$0.44
	Per week	22.3	$1.99	$2.04
3	**Laundry Allowance (Nursing Classifications Only)**			
	Per shift or part thereof	22.3	$1.13	$1.13
	Per week	22.3	$5.65	$5.65
4	**Meal Allowance when no meal is provided**			
	When required to work more than 1 hour beyond usual finishing time and Nursing	22.4	$17.60	$18.04

Item	Allowance	Clause	New Rate from FFPPOOA 1 July 2026	New Rate from FFPPOOA 1 July 2027
	Classifications for all meals			
5	Further payment when overtime exceeds 4 hours (Aged Care only)	22.4	$16.28	$16.69
	On Call Allowance (Nursing classifications only)			
6	Between rostered shifts Monday to Friday	22.5	$28.89	$29.61
7	Between rostered shifts or on a Saturday	22.5	$42.03	$43.08
8	Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work	22.5	$51.50	$52.79
	On Call Allowance (Aged Care			
9	Finishing duty on Monday to finishing duty on Friday	22.6	$24.95	$25.58

Item	Allowance	Clause	New Rate from FFPPOOA 1 July 2026	New Rate from FFPPOOA 1 July 2027
10	Any other period or public holiday	22.6	$49.38	$50.61
11	Mileage Allowance	22.7	$1.01	$1.04
	Continuing Education Allowance (Nursing Classifications Only)			
12	RN - post grad certificate in clinical field	22.8	$22.39	$22.95
13	RN - post grad diploma or degree in clinical field	22.8	$37.34	$38.27
14	RN - relevant master's degree or doctorate in clinical field	22.8	$44.77	$45.89
	In-Charge Allowance (Nursing Classifications only)			
15	RN – in charge of facility of less than 100 beds on day, evening or night	22.9	$26.68	$27.35
16	RN – in charge of facility of more than 100 beds on day, evening or night	22.9	$42.99	$44.07
17	RN in charge of a shift in a section of a facility	22.9	$26.67	$27.33
	Nauseous Work Allowance			

Item	Allowance	Clause	New Rate from FFPPOOA 1 July 2026	New Rate from FFPPOOA 1 July 2027
	(Aged Care Classifications only)			
19	- per hour or part thereof	22.13	$0.62	$0.60
20	- minimum per week		$3.24	$3.32
21	Tool Allowance (Aged Care Classifications only)	22.19	$14.46	$14.82
22	Medication Allowance Personal Care Workers who have completed the THC medication module only	22.20	$0.94	$0.97

THE FAIR WORK COMMISSION

FWC Matter No.: AG2026/2802

Applicant:

Thompson Health Care

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Katherine Ison, Director of People and Culture for Thompson Health Care, have the authority given to me by Thompson Health Care to give the following undertakings with respect to the Thompson Health Care Enterprise Agreement 2026 ("the Agreement"):

1. **Remove existing Clause 39.2(b):**

"For the purposes of this clause, a shiftworker is an Employee who is not a day worker as defined in clause 26.3 Span of Hours."

And replace the above with new Clause 39.2(b) which reads:

"For the purposes of the NES, a shiftworker is an Employee who is not a day worker as defined in clause 26.3 Span of Hours."

2. **Remove existing Clause 10.2 Full-time Employment:**

"A full-time Employee is one who is engaged to work 76 hours per fortnight or an average of 38 hours per week".

And replace the above with new Clause 10.2 Full-time Employment which reads:

10.2(a) "A full-time Employee is one who is engaged to work 76 hours per fortnight or an average of 38 hours per week.

10.2(b) a full-time employee will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work."

3. **Remove from Schedule E, Wages, at Table 1 Nursing Classifications and Minimum Wages**, for the classification Registered Nurse Level 4, Less than 20 beds, the following:

Column C - $63.89

Column D - $65.49

And replace with

Column C - $64.11

Column D - $65.71

4. **Within Schedule B – Personal Care Worker Classification Descriptors, beneath the paragraph "Movement above a Level 4 – Personal Care Worker – Senior, is by employer appointment only and subject to the needs of THC", insert the following:**

“The employer will appoint an employee to the appropriate Level, provided that the employee satisfies the relevant classification descriptor, as outlined below:”

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

Signature: 

Date: 5 November 2026