

FAIR WORK COMMISSION

AM2021/63

THE AUSTRALIAN NURSING AND MIDWIFERY FEDERATION

Applicant

**APPLICATION UNDER SECTION 157 OF THE *FAIR WORK ACT 2009* (CTH) TO
AMEND THE *AGED CARE AWARD 2010* AND *NURSES AWARD 2020***

First Matter

AM2020/99

HEALTH SERVICES UNION

Applicant

**APPLICATION UNDER SECTION 157 OF THE *FAIR WORK ACT 2009* (CTH) TO
AMEND THE *AGED CARE AWARD 2010***

Second Matter

AM2021/65

HEALTH SERVICES UNION

Applicant

**APPLICATION UNDER SECTION 157 OF THE *FAIR WORK ACT 2009* (CTH) TO
AMEND THE *SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES
INDUSTRY AWARD 2010***

Third Matter

**AUSTRALIAN NURSING AND MIDWIFERY FEDERATION
SUBMISSIONS ON “*MATTERS RAISED IN THE STAGE THREE DECISION [2024]
FWCFB 150*”**

A. Introduction

1. These submissions respond to Directions [3(a)]–[3(c)] made by Hatcher J on 04 April 2024, in proceeding AM2021/63 (being the application by the Australian Nursing and Midwifery Federation (“ANMF”) to vary the *Nurses Award 2020*), and to the Panel’s invitation to comment on its draft determinations (see *Aged Care Award 2010* [2024] FWCFB 150 (“*Stage 3 Decision*”) at [279]).

A.1 The issues and the ANMF’s headline submission in relation to each

2. There are *seven* issues about which the ANMF makes submissions.
3. *First*, which of the three-year degree Registered Nurse (“RN”) classification (level 1 pay point 1) and/or the four-year degree RN classification would align with the C1(a) classification in the C10 Metals Framework (see *Stage 3 Decision* at [204]), and therefore be set at \$1,470.80. The ANMF submits that both of the three-year and the four-year degree classifications would be so aligned. This leaves the minimum entry rate for a four-year degree aged care RN as having little or no work to do, so the Panel would omit this classification. This is addressed in Part B below.
4. The ANMF has been authorised by the Joint Employers to say that (without prejudice to any other matter) this *first* proposition is a joint position as between the ANMF and the Joint Employers.
5. *Second*, which Enrolled Nurse (“EN”) classification would align with the new Level 6 – Team Leader direct care employee classification in the *Aged Care Award 2010* (*Stage 3 Decision* at [205]), and therefore be set at \$1,370.80. The ANMF submits that EN pay point 1 would be so aligned. This is addressed in Part C below.
6. The ANMF has been authorised by the Joint Employers to say that (without prejudice to any other matter) this *second* proposition is a joint position as between the ANMF and the Joint Employers. The ANMF and Joint Employers further are agreed that it is desirable that one or other of the *Aged Care Award* or the *Nurses Award* provide that supervision of care workers may be part of the role of an EN at any pay point. Consideration is still being given to whether any further words are needed in either award in this connection.
7. *Third*, what would be the increments and relativities within and between the RN and EN classifications, including between the RN classifications for three-year degrees and

four-year degrees (see *Stage 3 Decision* at [207(1)]). The ANMF's submission, which in part follows on from the first two points above, is as follows:

- (1) Both RN level 1 pay point 1, and the four-year degree RN classification, would be aligned with the figure stated in *Stage 3 Decision* at [204]—\$1,470.80. The four-year classification would be omitted. All other RN and Nurse Practitioner classifications, including the Master's degree classification, would retain their existing relativity to the RN level 1 pay point 1 classification.
- (2) EN pay point 1 would be aligned with the figure stated in *Stage 3 Decision* at [205]—\$1,370.80. All EN classifications would retain their existing relativity to the EN pay point 1 classification.

This is addressed in Part D below.

8. **Fourth**, the ANMF makes submissions concerning the drafting mechanism for transmitting AINs from the *Nurses Award* to the *Aged Care Award*, in relation to causing AINs to retain their additional week's annual leave in comparison with the *Aged Care Award*, and enabling effective access to the *Aged Care Award* classification structure. This is addressed in Part E below.
9. **Fifth**, provisions would be inserted into the *Nurses Award* so as to ensure that home care AINs do not lose their interim increase and indeed would receive increases to their minimum rates consistently with the Panel's finding in the *Stage 3 Decision*. As currently drafted, the draft determination would result in such AINs losing their interim increase, which the ANMF imagines was not intended. This is addressed in Part F below.
10. **Sixth**, there would be a separate "standard rate" for direct care employees under the *Aged Care Award*, as distinct from non-direct care employees. Similarly, there would be a separate "standard rate" under the *Nurses Award* for those who are, as distinct from those who are not, aged care employees. This would have the effect that entitlements would be calculated by reference to the different base rates applicable to the different groups of employee. This is addressed in Part G below.
11. **Seventh**, the *Aged Care Award* classification descriptors identified by the Panel for "aged care employees – direct care" contain descriptions at level 5 and level 6 based upon qualifications "obtained ... as a requirement for the performance of their duties

by the employer.” This language departs from that the descriptors for level 3 and level 4 which identify an employee “*who has obtained*” the relevant qualification. One reading of classifications 5–6 as currently framed is that entry to classification levels 5 and 6 is limited to employees who obtain the relevant qualification by reason of a specific requirement of their employer. It is not clear whether that was intended, and it would be undesirable. For this reason, the ANMF proposes an amendment to the drafting of these classification descriptors as identified in the *Aged Care Award* draft determination.

A.2 The ANMF’s material filed together herewith

12. Herewith the ANMF files several documents intended to make concrete the above propositions. These are:
 - (1) A draft determination for each of the *Aged Care Award* and the *Nurses Award*;
 - (2) A marked-up award for each of the *Aged Care Award* and the *Nurses Award*. The ANMF has adopted the approach of marking up the Commission’s marked-up award (rather than marking up a clean award). So, each award contains two colours of mark-up: one being the Commission’s existing mark-up, and the other being the ANMF’s proposal.
 - (3) An Excel spreadsheet (filed in .xlsx format) showing the calculations feeding into the various relativities and rates of pay that were used to populate the rates in the *Nurses Award*.
13. The ANMF also relies on the following additional evidence:
 - (1) a further statement of Julianne Bryce (ANMF Senior Federal Professional Officer), dated 26 April 2024;
 - (2) a statement of Tanya Vogt (ANMAC Chief Executive Officer), dated 23 April 2024;
 - (3) a further statement of Heila Brooks (Care Manager, St Catherine’s Hostel), dated 22 April 2024.

B. First issue: the three-year Bachelor of Nursing qualification for an RN should be benchmarked to C1(a) in the C10 Metals Framework

14. The *Stage 3 Decision* at [204] says that the proper application of the C10 Metals Framework Alignment Approach, using a four-year degree qualified RN in aged care under the *Nurses Award* as a key classification, would result in this rate being set at \$1,470.80 per week. This rate was found to be:
- (1) justified by the work value reasons identified in the *Stage 1 Decision*¹ and in the *Stage 3 Decision*; and
 - (2) a rate which could confidently be regarded as free from gender assumptions since it approximately equates to the rate for a four-year degree qualified social and community service employee under the ERO.
15. The ANMF’s position is that the minimum entry rates for RNs both three- and four-year degrees would be aligned. The proper application of the C10 Metals Framework Alignment Approach would then involve aligning RN Level 1 pay point 1 (and the four-year degree classification) with Level C1(a) of the Metals Framework. Practically, this involves using a three-year degree qualified RN (RN Level 1 pay point 1) as a key classification, rather than the four-year degree qualified RN.
16. This approach is consistent with the ANMF’s submissions made in earlier stages.² It is now the joint position of the ANMF and Joint Employers that (without prejudice to any other matter) the three-year degree qualified RN would be treated the same as the four-year degree qualified nurse. As such, on commencement, all RNs with a Bachelor of Nursing would receive the same minimum award rate of \$1470.80.
17. For the reasons set out below, the work value reasons justifying the amount that RNs should be paid do not differ by reason of the length of the undergraduate degree completed. An RN who has completed a Bachelor of Nursing and is registered by the Nursing and Midwifery Board of Australia (“**NMBA**”) is fully qualified and capable of exercising the skills and discharging the responsibilities of the profession in an unsupervised and autonomous way. That is so whether the Bachelor of Nursing

¹ [2022] FWCFB 200; (2022) 319 IR 12.

² Australian Nursing and Midwifery Submissions on “Classification and Allowance Issues”, dated 1 November 2023 at Part A.1.2. Reply Submissions of the Australian Nursing and Midwifery Federation, dated 21 April 2022 at [57] – [61]; Closing Submissions in Reply of the Australian Nursing and Midwifery Federation, dated 17 August 2022 at [142] – [148].

completed was a three-year or four-year degree (in particular where, as explained below, it is not entirely clear what is meant by a “four year” degree in this context, and in any case nearly every RN has what is unequivocally a three-year degree).

B.1 RN Level 1.1 and C1(a) minimum “degree” requirements

18. The *Metal Industry Award 1984* (“**Metals Award**”) identified the minimum training requirement for the C1 classification of “*Professional Engineer Professional Scientist*” to be a “*Degree*”. The translation of relativities under the *Metals Award* to the modern context was addressed in some detail by the Full Bench in the *Teachers Decision* at [561], [562] and [654].³
19. The alignment of the RN level 1 pay point 1 classification under the *Nurses Award* with C1(a) was considered by the Full Bench in the *Stage 1 Decision* at [944]. There, the Full Bench said as follows:⁴

“... The Joint Employers accept that the role of RN corresponds to AQF Level 7 and aligns with level C1 in the Metals Framework. Both levels—RN Level 1 in the Nurses Award and C1(a) in the Manufacturing Award—have a degree as a minimum qualification....”
20. The *Stage 1 Decision* went on to incorporate Table 18 titled “*Alignment of existing Nurses Award classification structure with the Metals Framework rate C1(a)*”. That table identified rates and relativities for various nursing classifications under the *Nurses Award* by benchmarking the RN level 1 pay point 1 classification with C1(a) of the Metals Framework, and retaining existing relativities.
21. The title “*Registered Nurse*” is a protected title under the *Health Practitioner Regulation National Law Act 2009* (“**National Law**”).⁵ To become an RN at any level under the *Nurses Award*, a person must have successfully completed a program of study accredited by the Australian Nursing and Midwifery Accreditation Council (“**ANMAC**”) and approved by the NMBA.⁶

³ *Application by Independent Education Union of Australia* [2021] FWCFB 2051.

⁴ *Stage 1 Decision* at [943] – [944].

⁵ ANMF 2, *Health Practitioner Regulation National Law Act 2009* (Qld) sch Health Practitioner Regulation National Law.

⁶ Statement of Julianne Bryce, dated 29 October 2021 at [21]; Statement of Tanya Vogt, dated 23 April 2024 at [6].

22. ANMAC has published the Registered Nurse Accreditation Standards which are used to evaluate education programs. The Registered Nurse Accreditation Standards prescribe that the program of study must be delivered at an AQF Level 7 or above for the award of a Bachelor Degree, as a minimum.⁷ This minimum standard involves a Bachelor of Nursing degree which must be delivered by an education provider registered with the Tertiary Education Quality and Standards Agency as a university or higher education provider.⁸ The Registered Nurse Accreditation Standards do not prescribe the length of the program to be delivered. In practice, the overwhelming majority of programs accredited by ANMAC are delivered over three years.⁹
23. Tanya Vogt is the Chief Executive Officer of ANMAC. Her witness statement dated 23 April 2024 identifies that:
- (1) The Registered Nurse Accreditation Standards do not expressly prescribe the length of the program to be delivered;¹⁰
 - (2) Of the around 38 university or higher education providers who have programs accredited by ANMAC and approved by the NMBA, 36 offer three-year Bachelor of Nursing Degrees;¹¹
 - (3) The ANMAC/NMBA accredited course requirements do not differ from those delivered in the three-year programs;¹²
 - (4) The delivery of a Bachelor of Nursing over four years simply has the effect that the program is less intense;¹³

⁷ Further Statement of Julianne Bryce, dated 01 November 2023, “JB-1”, ANMAC Registered Nurse Accreditation Standards, Standard 3.2 - Standard 3: Program of study.

⁸ Further Statement of Julianne Bryce, dated 01 November 2023, “JB-1”, ANMAC Registered Nurse Accreditation Standards, p 4, Preamble. The transfer of RN education from hospital-based training to higher education occurred in Australia commencing in the 1980s. The last intake into hospital-based training for RNs occurred between 1984 (in NSW) and 1991 (in WA); see *Nursing Education in Australian Universities – Report of the national review of nurse education in the higher education sector - 1994 and beyond*, Commonwealth Department of Human Services and Health, Commonwealth of Australia, 1994 at 67 – 72.

⁹ Statement of Tanya Vogt dated 23 April 2024 at [8].

¹⁰ Statement of Tanya Vogt dated 23 April 2024 at [8].

¹¹ Statement of Tanya Vogt dated 23 April 2024 at [9]. See also AHPRA and National Boards Approved Programs of Study – registered nurse (division 1) identified in the Further Statement of Julianne Bryce, dated 26 April 2024 at [10].

¹² Statement of Tanya Vogt dated 23 April 2024 at [10].

¹³ Statement of Tanya Vogt dated 23 April 2024 at [10].

- (5) A three-year bachelors level degree can readily be described as the benchmark professional qualification for registration by the NMBA as an RN.¹⁴
24. Heila Brooks is a Care Manager in a 72-bed residential aged care facility. Her further witness statement addresses the status accorded to RNs with a four-year degree *vis-à-vis* a three-year degree in aged care. Her evidence will be that her facility does not differentiate between three-year and four-year degrees.¹⁵ In her experience the four-year degree entry rate is not applied in the residential aged care sector because:
- (1) The three-year degree prepares an RN for practise in the profession and the delivery of nursing care; and
 - (2) The practice requirements/competencies and scope of practice in accordance with AHPRA do not differentiate between different degree lengths for RNs.
25. The classification of RN, level 1 pay point 1 and the entry classification for a four-year degree require a minimum training requirement of a “*degree*”. That “*degree*” will meet the prescriptions of the Registered Nurse Accreditation Standards and is accredited by the ANMAC and approved by the NMBA, whether it is delivered over three or four years. A degree that involves three years of full-time course work, even if it is delivered at a less intense pace over four years, is still a three-year degree. The concept of a “*four-year degree*,” in this light, can be seen to have no relevance in aged care.

B.2 An RN level 1.1 is fully qualified and capable of operating without supervision

26. The Registered Nurse Accreditation Standards, stipulate, *inter alia*, that:
- (1) the accredited program of study is delivered in Australia to prepare graduates for safe and ethical practice;¹⁶ and
 - (2) the content and subject learning outcomes of an accredited program of study ensure achievement of the NMBA Registered Nurse Standards for Practice (“**RN Standards for Practice**”).¹⁷

¹⁴ Statement of Tanya Vogt dated 23 April 2024 at [14].

¹⁵ Statement of Heila Brooks dated 22 April 2024 at [4].

¹⁶ Further Statement of Julianne Bryce, dated 01 November 2023, “JB 1”, ANMAC Registered Nurse Accreditation Standards, p 14, Standard 1.2 - Safety of the public.

¹⁷ Further Statement of Julianne Bryce, dated 01 November 2023, “JB-1”, ANMAC Registered Nurse Accreditation Standards, p 16, Standard 3.5(a) - Program of study.

27. The Statement of Tanya Vogt identifies that the current Registered Nurse Accreditation Standards must provide foundational person centred, integrated theoretical and practice-based knowledge of care across the human lifespan and across all body systems and must include a minimum of 800 hours professional experience placement to learning objectives of the program.¹⁸ Ms Vogt will also say that the satisfactory completion of a degree that meets the ANMAC accreditation standards as approved by the NMBA constitutes preparation for nursing practice.
28. All RNs also have an ongoing professional responsibility to meet the RN Standards for Practice,¹⁹ as read and applied in conjunction with the applicable NMBA companion documents (including the Code of conduct for nurses, National framework for the development of decision-making tools for nursing and midwifery practice, Supervision guidelines for nursing and midwifery, and Guidelines for mandatory notifications).²⁰
29. In accordance with the RN Standards for Practice, an RN:
- (1) is responsible and accountable for ensuring they are safe and have the capability for practice;²¹
 - (2) accurately conducts comprehensive and systematic assessments;²²
 - (3) is responsible for the planning and communication of nursing practice;²³
 - (4) provides and may delegate quality and ethical goal-directed actions;²⁴ and
 - (5) takes responsibility for the evaluation of practice based on agreed priorities, goals, plans and outcomes and revises practice accordingly.²⁵
30. As such, once an RN is fully qualified and has obtained registration with the NMBA they are considered fully registered. An RN level 1 pay point 1 would not be subject to required supervision, unless there is a condition or undertaking on their registration.²⁶

¹⁸ Statement of Tanya Vogt dated 23 April 2024 at [8].

¹⁹ ANMF tender bundle at ANMF 23 (“**RN Standards for Practice**”).

²⁰ Further Statement of Julianne Bryce dated 01 November 2023, at [12] and RN Standards for Practice (ANMF 23), p 3.

²¹ RN Standards for Practice (ANMF 23), p 4, Standard 3.

²² RN Standards for Practice (ANMF 23) p 5, Standard 4.

²³ RN Standards for Practice (ANMF 23) 5, Standard 5.

²⁴ RN Standards for Practice (ANMF 23) p 5, Standard 6.

²⁵ RN Standards for Practice (ANMF 23) p 5, Standard 7.

²⁶ Further Statement of Julianne Bryce dated 01 November 2023, at [15]

In this respect, an RN level 1 pay point 1 may be contrasted with a graduate teacher, for whom the skills and responsibilities of the profession are not yet being fully exercised, as recognised by the national registration system requirements.²⁷

B.3 The separate rate for a four-year RN degree is an anomaly

31. Clause 15.2(c)(ii) of the *Nurses Award* provides a separate entry classification for an aged care RN with a “4 year degree.” That rate is currently \$1,301.90 per week. This is slightly below the weekly rate for an aged care RN level 1 pay point 3, at \$1,303.60 per week. By reason of a notation to clause 15.2(c)(ii), progression from the entry rates for an aged care RN with a four-year degree will be to aged care RN level 1 pay point 4.
32. This classification and progression structure has evolved as a product of decades of industrial arbitration.²⁸ In the *Stage 3 Decision*, the Panel recognised that in making the *Nurses Award*, the AIRC Award Modernisation Full Bench replicated the classification structure for ENs and RNs from the *Nurses (ANF – South Australian Private Sector) Award 2003* (“*SA Private Sector Award*”).²⁹ The *SA Private Sector Award* did not include a classification or minimum wage rate for a four-year degree qualified RN. No such four-year degree qualified RN was contained in other awards identified by the AIRC for the purpose of comparable adult rates.³⁰ The “*Exemplar Nursing Occupational Award*” filed by the (then) ANF in the award modernisation proceeding³¹ provided for a weekly allowance for an RN with a relevant Master’s degree, but no separate classification for an RN with a four-year degree.

B.4 Conclusion on the Nursing qualification to be benchmarked to C1(a) in the C10 Metals Framework

33. The historical basis for distinguishing between minimum rates for registered nurses with a four-year degree is unclear. All RNs with degree qualifications have completed a program of study that meets the prescriptions of the Registered Nurse Accreditation

²⁷ Further Statement of Annie Butler dated 01 November 2023, at [88] and [152]; Cf *Teachers Case* at [653].

²⁸ See ANMF submissions dated 07 March 2023 at [10(2)], statements of Kristen Wischer dated 14 September 2021 and Leigh Svendsen dated 23 April 2022, and Background Document 2 - Award Histories; *Stage 3 Decision* at Part 2.9.

²⁹ *Stage 3 Decision* at [134].

³⁰ Federal comparison, [Health & welfare services Part 1 - Wages rates of adults - Federal comparison | Fair Work Commission \(fwc.gov.au\)](https://www.fwc.gov.au/health-welfare-services-part-1-wages-rates-of-adults-federal-comparison/); see in particular - *Nurses (Victorian Health Services) Award 2000*; *Nurses (Northern Territory) Private Sector Award 2002*; *Nurses (Tasmanian Private Sector) Award 2005*.

³¹ Australian Nursing Federation Award Modernisation Submission, October 2018.

Standards, is accredited by the ANMAC and approved by the NMBA. An RN with a three-year degree who is registered by the NMBA possesses a “*degree*” qualification as identified in the C1(a) classification. Such an employee is also fully qualified and capable of operating without supervision.

34. As such, the entry level classification for a RN should be benchmarked to C1(a), whether the RN completed a three-year or four-year degree. Therefore, RN level 1 pay point 1 would attract the minimum award rate of \$1,470.80 per week. The classification providing a minimum entry rate for a four-year degree, which has no relevance, would be omitted.

C. *Second issue: EN pay point 1 should correspond with the Level 6—Team Leader direct-care classification*

35. The *Stage 3 Decision* at [205] reads as follows:

“We also consider, having regard to the work value reasons identified in the Stage 1 decision and this decision, that the rate for an EN in aged care who has responsibility for supervising other PCWs should be set at the same rate which we propose for a Level 6 direct care employee (Team Leader) with supervisory responsibilities, namely \$1370.80 per week.”

36. This paragraph could, it appears to the ANMF, be read in two ways.

37. *First*, it could (and in the ANMF’s submission, would) be read as meaning that, because ENs (in general terms) have or may have as a responsibility supervising PCWs, the base EN rate (*i.e.*, EN pay point 1) should be set at the level of the Level 6 PCW, who also has those responsibilities. Context might suggest that this was the Panel’s intention. In the *Stage 3 Decision* at [192], the Panel said as follows (emphasis added):

“Fifth, we consider that the classification structure should include a supervisory level, contrary to the submissions of the Joint Employers. There is some evidence that non-nursing PCWs may be assigned supervisory functions equivalent to those of the EN.”

38. And, the definition that is proposed for “*aged care employee—direct care*” (see at [193]) refers to “*supervision of a registered nurse or enrolled nurse.*”

39. But, *second*, the paragraph is possibly capable of being read as meaning that only those particular ENs who do, in fact, have responsibility for supervising PCWs should have a rate set at the level of the Level 6 PCW (Team Leader). That is, rather than (as currently exists) a single EN structure which goes from pay point 1 to pay point 5, there would either be:

- (1) two structures—one for ENs who supervise, and one for those who do not;
 - (2) a clause which provides some additional allowance or penalty for ENs who have supervisory duties.
40. The ANMF does not regard this as the better reading of the *Stage 3 Decision*. But in any case, some submissions are directed below to the proposition that the *first* approach—existing EN pay point 1 would be set at the level of the Level 6 PCW—is the preferable approach.
41. It is assumed that the Panel’s reference, at [192] of the *Stage 3 Decision* (see [37] above), was to the evidence of Louanne Ribaldi given on 07 December 2023. That evidence was that ENs were largely engaged in a “*team leader role*” (PN3508), and paid at a “*slightly*” higher rate than team leaders with Cert IVs who were not ENs (PN3521–3522). There was no difference between the supervisory work done by ENs or team leader PCWs (PN3528).
42. Apart from Ms Ribaldi’s evidence concerning ENs and PCWs acting as team leaders, there was ample evidence in Stage 3 and earlier stages concerning ENs generally having supervisory responsibilities. In Stage 3, in addition to Mr Ribaldi, Chris Mamarelis gave evidence on 08 December 2023, who referred to ENs “*play[ing] a role in managing the delivery of care*” (PN4564).³²
43. The EN witnesses gave evidence concerning supervisory responsibilities. Patricia McLean gave evidence that, in residential care, she supervised AINs and support workers, and in community care she supervised Personal Support Assistants.³³ Wendy Knights referred to her supervision responsibilities becoming more complex.³⁴ Suzanne Hewson gave evidence that she always worked a morning shift that, “[*she*] *alone was responsible for the 26 residents downstairs,*” and that PCWs reported changes in residents’ statuses to her—from which it would be inferred that she was responsible for supervising the work of care workers.³⁵

³² The evidence was not all one way—Mr Brockhaus said that ENs at Buckland were not responsible for supervision (PN4411), but would attend as delegated to undertake tasks such as medication administration, non-complex wound dressings, and observations.

³³ Corrected statement of Patricia McLean dated 19 May 2022 at [78]–[79].

³⁴ Statement of Wendy Knights dated 29 October 2021 at [90].

³⁵ Statement of Suzanne Hewson dated 29 October 2021 at [16], [17(p)].

44. Paul Gilbert (Assistant Secretary, Victorian Branch, ANMF), himself an EN, similarly gave evidence that ENs had, over time, moved to taking on “*team leader*” roles at ward level.³⁶ In cross-examination on 03 May 2021, he agreed that that was a supervisory role of PCWs sitting between the PCW and the RN (PN4031–4032).
45. There was evidence to similar effect from other witnesses. Irene McInerney (RN) said that over the previous 15–20 years, ENs had “*taken on more supervisory and clinical responsibility*.”³⁷ In cross-examination on 10 May 2022, she said that ENs were “*first in line*” to supervise PCWs (*i.e.*, subject to her supervision as RN) (PN11017). Kristy Youd (PCW) gave evidence that the “*nurse in charge*” of her facility was an EN.³⁸ Marion Jennings (Industrial Officer),³⁹ and Lisa Bayram (RN),⁴⁰ gave similar evidence; Ms Bayram said that ENs were “*responsible for providing leadership for the PC[W]s*.”⁴¹ Andrew Venosta (RN and Industrial Officer) said that ENs were often required to take on the role of supervising PCWs.⁴² Professor Charlesworth gave evidence of PCWs being supervised by ENs and RNs.⁴³
46. The proposition that ENs had developed a supervisory responsibility in respect of PCWs and a generally more-active supervisory role has been common ground between the ANMF and the Joint Employers for quite some time.⁴⁴ By closing submissions on 01 September 2022, the Joint Employers’ submission was as follows (PN15705):
- “I think we’re all agreed that in the residential care setting the enrolled nurse has taken on more of a supervisory role, or a team leader role. I think we were comfortable with that proposition. It’s a position advanced with some force by the ANMF.”
47. For the purpose of this stage of the proceeding, in addition to relying on the foregoing, the ANMF relies on the statement of Heila Brooks. Ms Brooks is the Care Manager at St Catherine’s Hostel in Wangaratta, which is a senior management position akin to a

³⁶ Statement of Paul Gilbert dated 29 October 2021 at [27].

³⁷ Statement of Irene McInerney dated 29 October 2021 at [41].

³⁸ Transcript of 04 May 2022 at PN5419, 5430.

³⁹ Transcript of 02 May 2022 at PN2901.

⁴⁰ Transcript of 06 May 2022 at PN8072.

⁴¹ Transcript of 06 May 2022 at PN8072, 8085.

⁴² Amended Witness statement of Andrew Venosta dated 03 May 2022 at [130].

⁴³ Transcript of 02 May 2022 at PN2554.

⁴⁴ See ANMF submissions dated 17 August 2022 at [88], [91(8)], [100(1)], [100(4)], giving references to the closing submissions of the Joint Employers.

Director of Nursing.⁴⁵ Her evidence is that ENs provide guidance and supervision to PCWs,⁴⁶ as a “*central role*,”⁴⁷ and as a function of the scope of their educational preparation (*i.e.*, even from entry level).⁴⁸ This is reflected in applicable Standards for Practice.⁴⁹ This is different from PCWs, who unlike ENs do not have as a “*basic expectation*” that they will provide supervision.⁵⁰ Even if PCWs are “*team leaders*,” they remain subject the supervision of ENs on duty.⁵¹

48. So, the overall similarity between EN pay point 1 and Level 6 “*Team Leader*” PCWs is that they may both have as part of their responsibilities supervising PCWs. There are differences as well:

- (1) On the one hand, one might expect a Level 6 PCW to have some previous experience in aged care (though that is not a requirement in order to be classified at level 6), whereas an EN pay point 1 may have no prior experience.
- (2) On the other hand, the EN has a Diploma rather than a Cert IV. And, in addition to supervisory responsibilities, ENs have as part of their roles clinical tasks that PCWs are unable to perform (such as wound care and other clinical matters).⁵²

49. The ANMF had sought a wage for EN pay point 1 of \$1,376.50 per week. However, in the light of the Panel’s view expressed at [205] of the *Stage 3 Decision*, and in light of the foregoing matters, the ANMF submits that it would be open to the Panel to set the EN pay point 1 wage at a level that is consistent with Aged care employee—direct care—level 6—Team Leader: *i.e.*, at \$1370.80 per week.

50. As noted at the outset of these submissions, this is a joint position between the ANMF and the Joint Employers (without prejudice to any other matter). They are giving ongoing consideration to whether it is desirable to insert further words into the *Aged*

⁴⁵ Statement of Heila Brooks dated 22 April 2024 at [1].

⁴⁶ Statement of Heila Brooks dated 22 April 2024 at [6].

⁴⁷ Statement of Heila Brooks dated 22 April 2024 at [7].

⁴⁸ Statement of Heila Brooks dated 22 April 2024 at [8].

⁴⁹ Statement of Heila Brooks dated 22 April 2024 at [10].

⁵⁰ Statement of Heila Brooks dated 22 April 2024 at [9(b)].

⁵¹ Statement of Heila Brooks dated 22 April 2024 at [9(c)].

⁵² See, *e.g.*, the Lay Evidence Report dated 20 June 2022 at [96]. See also, again just *e.g.*, evidence of Johannes Brockhaus dated 08 December 2023 at PN4392 and 4411, evidence of Annie Butler dated 07 December 2023 at PN4137–4138, evidence of Robert Bonner dated 06 December 2023 at PN3025. See further submissions of the ANMF dated 17 August 2022 at [102(7)]–[102(9)], submissions of the ANMF dated 22 July 2022 at [105]–[108], [138], [451]–[459].

Care Award or the *Nurses Award* to make clearer that ENs may have supervision as part of their duties.

D. *Third issue: existing relativities should be maintained in the Nurses Award*

D.1 *The extent of automatic annual increments in the Nurses Award*

51. The Panel at [207] of the *Stage 3 Decision* said that the *Nurses Award* contains a classification description in which each classification allows for automatic annual increments in pay. This observation requires qualification.
52. To begin with, there is (of course) no automatic progression between EN, RN, nurse practitioner, *etc.* Progression there is based on attaining an additional qualification.
53. Turning now to progression within particular kinds of nurse, many such progressions are not automatic. For example, as for RNs, only levels 1, 2, and 3 have progression through pay points. Access to Levels 2 through to 5 is by appointment. Levels 4 and 5 have grades instead of pay point, which are not covered by cl 15.3(a). Appointment to a “*grade*” will depend upon the level of complexity associated with the duties described in the relevant position descriptor where the number of beds in a facility will be a relevant consideration. A RN does not progress through the different grades at level 4 and level 5 by reason of the passage of time.⁵³
54. Further, the core of the *Nurses Award* classification structure involves differentiation between classification levels unrelated to the passage of time. In this respect:
 - (1) An EN may progress to become an RN completing an approved degree in nursing and becoming registered as such by the NMBA;
 - (2) An RN may progress to become a Nurse Practitioner by completing a Master’s degree and becoming registered by the NMBA as a Nurse Practitioner; and
 - (3) An RN may progress through the classification levels from level 1 through to level 5 by way of appointment through a selection process, or by reclassification from a lower level when she or he is required to perform the relevant duties of the level on a permanent basis.

⁵³ Nurses Award cl A.5.4(c) and cl A.5.5(c).

55. Appointment to the different RN levels is aligned to the roles by which an employee at that level may also be known. Specifically:
- (1) an RN at level 2 may also be known as a “*Clinical nurse*”;⁵⁴
 - (2) an RN at level 3 may also be known as a “*Clinical nurse consultant*”, “*Nurse manager*” or “*Nurse educator*”;⁵⁵
 - (3) an RN at level 4 may also be known as a “*Assistant director of nursing (clinical)/(management)/(education)*”;⁵⁶ and
 - (4) an RN at level 5 may also be known as a “*Director of nursing*”.⁵⁷
56. By way of example, an Assistant director of nursing will not progress to become a Director of nursing by reason of the passage of time. Rather, a Director of nursing will have been appointed as such and will perform the duties identified at cl A.5.5(d) and will perform duties, including:
- (1) being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;⁵⁸
 - (2) providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;⁵⁹ and
 - (3) managing the budget of the nursing division of the health unit.⁶⁰
57. The extent to which an employee may receive annual increments in pay within a classification level is also limited. Whilst a level 1 RN may progress through 8 pay points, an RN at level 2 and 3 will benefit from a maximum of four pay-point increments. For Nurse Practitioners, there are only two increments.

⁵⁴ Nurses Award cl A.5.2(b).

⁵⁵ Nurses Award cl A.5.3(b).

⁵⁶ Nurses Award cl A.5.4(b).

⁵⁷ Nurses Award cl A.5.5(b).

⁵⁸ Nurses Award cl A.5.5(b) first dot-point.

⁵⁹ Nurses Award cl A.5.5(b) third dot-point.

⁶⁰ Nurses Award cl A.5.5(b) fifth dot-point.

58. The minimum rates for the different levels of RN reflect the increasing work value of higher classifications. In this respect:
- (1) the minimum rate for an RN level 2 (or Clinical nurse) is greater than the highest pay-point for a RN level 1 (RN 1.8);
 - (2) the minimum rate for an RN level 3 (or Clinical nurse consultant) is greater than the highest pay-point for an RN level 2 (RN 2.4); and
 - (3) the minimum rate for an RN level 4 (or Assistant director of nursing) is greater than the highest pay-point for a RN level 3 (RN 3.4).
59. There is some overlap of minimum rates for the different grades for Assistant directors of nursing and Directors of nursing at levels 4 and 5, reflecting the overlapping complexity associated with the duties of those roles.
60. The role of annual increments under the *Nurses Award* stands in stark contrast to the role of annual increments under the *Educational Services (Teachers) Award 2010* (“*EST Award*”) as was considered by the Full Bench in the *Teachers Decision*. The classification structure there under consideration was described at [67] of the *Teachers Decision* as follows:
- “Clause 14 of the EST Award deals with the classification structure in the award. There are 12 classification levels. There are no classification definitions as such since the classifications are based on annual progression...”
61. It was further recognised in the *Teachers Decision* at [68] that, due to changes to qualification requirements, a newly-qualified teacher would commence at the level 3 salary under the *EST Award*.
62. In the *Teachers Decision* at [647] the Full Bench found that that this classification structure under the EST Award was, “*improperly based on years of service rather than the essential elements of qualifications, displayed competence and acquired experience and responsibility*” and “*an anachronism in the context of the current statutory regime for the fixation of minimum rates*”. That finding would not be applied to the *Nurses Award* given the more limited role of annual increments under that award.
63. Further, the classification structure adopted for the *EST Award* in the *Teachers Decision* was described as “*anchored upon the professional career standards established by the [Australian Professional Standards for Teachers (“APST”)] and [...] tied to teacher*

registration (where applicable).”⁶¹ Ultimately, this involved a five-level classification structure based on three different APST levels, “*Graduate teacher*”, “*Proficient teacher*”, and “*Highly Accomplished/ Lead Teacher*.” Two additional levels were established based on three and six years (respectively) of satisfactory service at the Proficient teacher level. Accordingly, the *EST Award* classification structure adopted in the *Teachers Decision* was a hybrid of professional career standards and time-based increments.

64. The classification structure under the *Nurses Award* is anchored in professional career standards by recognising the different classifications associated with ENs, RNs and NPs. The professional standards and registration system overseen by the NMBA under the National Law does not distinguish further within the classifications of ENs, RNs and NPs. However, the *Nurses Award* also recognises the different work value applicable to different levels of RN to which a nurse may be appointed. In addition to this, the *Nurses Award* recognises increasing work value within classifications by providing for some time-based progression.

D.2 Historical basis for existing classification structure

65. As identified at [32] above, the classification structure for nurse under the *Nurses Award* was based *SA Private Sector Award* and evolved as a product of decades of industrial arbitration.
66. Historically, Principle 8 of the *Paid Rates Review Decision*⁶² recognised that award classification increments would be retained where they had been included in the award pursuant to the relevant work value principle or where it could be established that the increments were inserted by the Commission on grounds of structural efficiency. That decision involved an assessment of work value for ENs and RNs, including under the *SA Private Sector Award*, in which the Full Bench determined as follows:⁶³

“We are also satisfied that the incremental salary levels for nurses and enrolled nurses within the classification structures of the two nursing awards form part of the work value assessment of nurses' rates of pay conducted by Full Benches of the Commission in the development of professional rates for the nursing profession in federal awards. Accordingly, they are not affected by our

⁶¹ *Teachers Decision* at [653].

⁶² Print Q7661, 20 October 1998 per Giudice J, Marsh and MacBean SDP, Smith and Larkin C (Statement of Kristen Wischer dated 14 September 2021, Attachment AH-16).

⁶³ *Paid Rates Review Decision* (Statement of Kristen Wischer dated 14 September 2021, Attachment AH-16 at page 30 of 41).

decision.”

67. Progression by annual increments, including under the *SA Private Sector Award*, was subsequently endorsed by a further Full Bench in the *South Australian Progression Determination Appeal*,⁶⁴ overturning a decision of a single Commissioner to reject a draft order to the effect that:⁶⁵

“A4 Progression for enrolled general nurse and registered nurses levels 1, 2 and 3, shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in his or her practice setting(s) over such period. Progression for Registered and Enrolled Nurse shall also be subject to other relevant provisions as currently provided by this award.”

68. The ANMF now proposes a very minor adjustment to the relativities as between EN and RN classifications. That adjustment reflects the proposed minimum rate for an EN level 1 of \$1,376.50 per week as discussed at Part D above. That is, EN pay point 1 would be aligned with the figure stated in *Stage 3 Decision* at [205]—\$1,370.80. All EN classifications would retain their existing relativity to the EN pay point 1 classification. That would involve an adjustment of \$5.70 per week. This does not meaningfully disturb existing relativities.

D.3 Greater work value with increased experience

69. All else being equal, the work of any worker, at any level, in any industry, will become more valuable as she or he gains experience in a role. It is appropriate (or at least not inappropriate) for a modern award, which necessarily is designed to establish a baseline rule (*i.e.*, to deal with the general case), to reflect this idea.
70. The evidence of Associate Professor Anne Junor recognised that the skills exercised by aged care workers will increase with experience. The Spotlight Tool itself was created to identify categories of commonly under-reported skills, and their elements, defined at five levels through which skills are extended or deepened on the basis of life and work experience.⁶⁶ Indeed, the definition of “*skill level*” applied by Dr Junor in her report is:

“Skill level - One of the five levels in the Spotlight framework, based on work process knowledge that applies and builds on prior qualifications or life and work experience, through stages of learning- and practice-based development

⁶⁴ Print S7503, 28 June 2020 per Ross VP, Polites SDP and Merriman C (Statement of Kristen Wischer dated 14 September 2021, Attachment AH-19).

⁶⁵ *South Australian Progression Determination Appeal* at [5].

⁶⁶ Junor Report, Annexure 4, p 4.

of proficiency and expertise. (emphasis added)⁶⁷

71. Dr Junor’s definition of “*expertise*” also highlights the interrelationship between “*skill*” and experience, as follows:

“**Expertise** - Level of knowledge/skill acquired through engagement in work tasks of increasing challenge and responsibility, leading to increasing influence in a community of practice. There may be a disconnect between hierarchies of formal authority and expertise. (emphasis added)”

72. In her review of literature on skill invisibility, under-recognition, under-valuation and gender, Dr Junor identifies one source of the under recognition of skill to be the under-recognition of qualifications, of skills acquired through experience, and of skills acquired through structured workplace learning.⁶⁸
73. The Further Statement of Heila Brooks addresses the role of incremental progression under the *Nurses Award*. Ms Brooks is unaware of any objective mechanism which functions, or could function, as an alternative to experience, by which the attainment of increased skill and experience can be recognised.⁶⁹
74. Ms Brooks also identifies that some RNs in aged care do not seek higher classifications (*i.e.*, to progress beyond RN level 1).⁷⁰ For other RNs, there may be no opportunity in their work setting for appointment to a higher level because of the staffing profile and arrangements.⁷¹ Each year, these employees complete the professional development requirements for registration.⁷² The increased work value arising from these employees’ additional experience and expertise will only be reflected by additional pay point increments. This may be contrasted with the position under the AST classification structure following the *Teachers Decision*, whereby a Proficient Teacher will progress through additional classification levels by the completion of three years and six years of satisfactory teaching service.⁷³

⁶⁷ Junor Report, Annexure 9, “Review of literature on skill invisibility, under-recognition, under-valuation and gender”, Glossary,

⁶⁸ Junor Report, Annexure 7, “Review of literature on skill invisibility, under-recognition, under-valuation and gender” [47], p 12.

⁶⁹ Statement of Heila Brooks dated 22 April 2024 at [13].

⁷⁰ Statement of Heila Brooks dated 22 April 2024 at [13].

⁷¹ Statement of Heila Brooks dated 22 April 2024 at [14].

⁷² Statement of Heila Brooks dated 22 April 2024 at [15].

⁷³ EST at Cl 14.1. See also EST cl 14.3(a) where “*satisfactory teaching service*” is defined to mean the maintenance of proficient accreditation/registration as a teacher, where applicable; and compliance with the requirements of the Australian Professional Standards for Teachers.

D.4 Conclusion on the retention of existing relativities in the *Nurses Award*

75. In a perfect world, an award classification structure would reflect increased work value by simple, objectively identified parameters. As identified by the Panel in the *Stage 3 Decision* at [184], classification descriptors are not “*position descriptions*” of the type which might apply to individual employment arrangements. Rather:

“[t]heir purpose is to identify to which categories of employees the minimum pay rates prescribed by the award are payable. They are the means of expressing the legal prescription of the minimum pay obligations of employers and entitlements of employees. Except insofar as it is necessary to serve this purpose, there is no need for classification descriptors to give a total description of the skills, duties and incidents of the jobs to which they apply. Indeed, it is undesirable for this to be attempted. The changing nature of modern work means that a classification descriptor of this nature would rapidly become outdated. Further, the type of comprehensive description contemplated would be excessively lengthy and require complicated judgments to be formed as to how each employee is to be classified and paid, thus constituting an onerous regulatory burden on employers.”

76. The existing classification structure in the *Nurses Award* has evolved reflecting the nature of the profession, by recognising a variety of different objectively-identifiable criteria. These include: (1) different qualifications (*e.g.*, between EN and RN); (2) appointment into different positions (as outlined above); and (3) where these do not apply, but the practitioner has nevertheless gained valuable experience in the role, the passage of an identified period of time.

77. This classification structure, like the current structure under the *EST Award*, reflects a hybrid of professional career standards and time-based increments. It also provides for classifications based upon roles to which an employee might be appointed. By also providing for annual increments, it provides a proper reflection of increasing work value, including the proper recognition of “*invisible*” skills,⁷⁴ as will increase with experience acquired through engagement in work tasks.

78. The existing classification structure in the *Nurses Award* also provides an equitable basis to recognise different degrees of professional attainment, skill and responsibility. Annual progressions provide the only recognition of increasing work value for those employees who are unable (due to staffing profile and arrangements) or unwilling to obtain appointment to a higher classification.

⁷⁴ See, *Stage 3 Decision* at [184]

79. RNs also operate across the health care system, in a number of different domains and within diverse settings. The use of annual increments, together with recognising different qualifications and appointment to different positions, provides an equitable basis to recognise and reward work value across this range of domains and settings. Whilst relevantly this proceeding pertains only to RN aged care employees under the *Nurses Award*, the ANMF has filed a further application to increase minimum rates for all classifications under the *Nurses Award* (AM2024/11). That further application identifies an intention to bring about an outcome where the rates of pay are the same for aged care, and non-aged-care, employees.⁷⁵ The retention of the existing classification structure would facilitate this occurring.
80. Once the key classification rate has been properly fixed (as discussed at Part B above), the second step under the C10 Metals Framework Alignment Approach involves other rates being set by applying the internal award relativities which have been established, agreed or maintained. Here, the Panel would not depart from that second step in properly setting minimum rates for nursing classifications under the *Nurses Award*, save for the minor adjustment arising from the rate for ENs identified in Part C above.

E. *Fourth issue: grandparenting entitlements for AINs transferring to the Aged Care Award*

81. In the *Stage 3 Decision* at [191], the Panel said, in the context of deciding that AINs in aged care should be excised from the *Nurses Award*, as follows:

“There are some differences in conditions of employment as between the Nurses Award and the Aged Care Award, but the only difference of major significance is that employees covered by the Nurses Award are, by clause 22.2, entitled to an additional week’s annual leave. We will vary the Aged Care Award to ‘grandparent’ this benefit for any existing employee who is entitled to it.”

82. The ANMF agrees that cl 28.3 broadly achieves this objective in relation to the additional week’s annual leave, though proposes a minor drafting amendment which might clarify the clause’s intent.

⁷⁵ Form F46 – Application to make, vary or revoke a modern award, application by the Australian Nursing and Midwifery Federation dated 9 February 2024 (AM2024/11), Annexure 1 at [9].

83. However, the clause which provides for the transitioning of AINs from the *Nurses Award* to the *Aged Care Award* is susceptible to misinterpretation. Cl I.2 in Sch I provides as follows:

“I.2 Translation arrangements for the Nurses Award 2020

An employee who was covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX is classified as follows:

Previous classification	Translated classification
First year if less than 3 months’ work experience in the industry	Aged care employee—direct care—level 1
First year if 3 months’ or more work experience in the industry Second year Third year	Aged care employee—direct care—level 2
Experienced (the holder of a relevant Certificate III qualification)	Aged care employee—direct care—level 3

84. The difficulty is that the clause might be read as suggesting that the classification structure for people to whom it applies reaches its zenith at level 3. It is preferable to make clear that if, for example, a person obtains 4 years’ post-qualification experience, or obtains a relevant Cert IV, that person is thereafter classified at level 4 or level 5 respectively. That could be achieved by modifying the drafting of cl I.2 as follows:

“I.2 Translation arrangements for the Nurses Award 2020

(a) Subject to clause I.2(b), an employee who was covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX is classified as follows:

[retain table as in draft determination]

(b) For the avoidance of doubt, if an employee described in clause I.2(a) falls within a description in clauses B.2.4–B.2.6 (Aged care employee—direct care—level 4—Senior through to Aged care employee—direct care—level 6—Team Leader), the employee is classified in accordance with whichever of clauses B.2.4–B.2.6 is applicable, rather than in accordance with the table in clause I.2(b).

85. This ensures that, as with their PCW colleagues, AINs formerly classified under the *Nurses Award* will have the ability to access the career progression structure, above the Certificate III level, in the *Aged Care Award*.

F. *Fifth issue: drafting is required to ensure that home-care AINs retain their interim increase*

86. Currently, AINs working in home care are covered by the *Nurses Award*. They are caught by the definition of “aged care employee” in cl 2 of the *Nurses Award* on the basis that they are “employee[s] engaged in the provision of ... services for an aged person in a private residence.”
87. The Full Bench has indicated in the *Stage 3 Decision* that it intends to remove aged-care AINs from the *Nurses Award* and insert them into the *Aged Care Award*. To effect that removal, the Full Bench proposes:
- (1) inserting a new cl 4.4 (providing that the *Nurses Award* does not cover employees working as AINs as defined in cl A.1 in the aged care industry);
 - (2) removing Part B.2 of Schedule B, which provided the rates of pay for AINs working in the aged care industry.
88. This approach has the intended effect for AINs working in residential aged care. But it does not work for home care AINs. That is because “aged care industry” is undefined in the *Nurses Award*, but in the *Aged Care Award* it is defined (in cl 3) so as only to include residential aged care (not home care). Accordingly;
- (1) home care AINs will not be removed from the *Nurses Award* (because they do not work in the “aged care industry” as defined in the *Aged Care Award*);
 - (2) but, because the rates set out in Part B 2 of the *Nurses Award* (which include the interim increase) will be removed, home care AINs will revert to the rates set out in Part B.1 (which, of course, have not been increased).
89. The result is that home care AINs will lose the fifteen per cent increase that they previously gained, based on work value reasons, in earlier stages of these proceedings, and will not gain the benefit of the work value findings made in Stage 3.
90. In short, whereas residential care PCWs covered by the *Aged Care Award*, residential care AINs transferring across to the *Aged Care Award*, and home care workers covered by the SCHCADS award, will all (after implementation of Stage 3) gain the increases set out at [197] and [200] of the *Stage 3 Decision* (i.e., between 17.3 and 28.5 per cent, depending on the classification and Award), home care AINS—whose position is

indistinguishable from those three other groups in terms of procedural history, and who have been the subject of the various stages of consideration and findings involved in these proceedings to date—will revert to a zero per cent increase. That is, they will lose the interim increase they have already been granted.

91. The ANMF assumes that this was not intended, and that the effect identified above is just the result of a drafting and definitional quirk. It can be fixed in three steps.

92. *First*, instead of cl 4.4 as set out in the draft *Nurses Award* determination, insert the below as cl 4.4:

“This award:

(a) does not cover nursing assistants who are aged care employees on the basis that they are engaged in the provision of 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;

(b) does cover nursing assistants who are aged-care employees on the basis that they are engaged in the provision of services for an aged person in a private residence.”

93. This does not change the effect of cl 4.4 (since home care AINs are already, as set out above, retained in the *Nurses Award*), but makes its effect clearer.

94. *Second*, insert a new definition in cl 2 as follows:

“home care nursing assistant means a nursing assistant who is engaged in the provision of services for an aged person in a private residence.”

95. *Third*, retain Part B.2 of the *Nurses Award*, with the Experienced (Certificate III) rate increased to match the Certificate III PCW rate in the *Aged Care Award* and retaining existing relativities, but modified so that it applies only to “*home care nursing assistants*” as defined. Consequential changes would also be required:

(1) to cl 15.1(a) and Sch B, Pt B.1.1, so that they apply to Nursing assistants other than home care nursing assistants;

(2) to cl 15.2(a) and Sch B Pt B.2.1, so as to retain the tables but applying only to home care nursing assistants;

96. It is acknowledged that effecting a final wage increase for home care AINs involves setting up a structure that differs from both the *Aged Care Award* and the *SCHCADS Award* (*i.e.*, because it retains the classification structure set out in cll 15.2(a) and

Pt B.2.1, albeit with increased rates). However, it is assumed that the Commission will regard that as being preferable to the alternative, which is mirroring the *Aged Care Award* structure, or the *SCHCADS Award* structure, in the *Nurses Award* for home care AINs. Mirroring in that way would (at least arguably) be in tension with the Panel's rejection of the ANMF's submission (*Stage 3 Decision* at [187]) that there should be aligned classification descriptors and pay rates for AINs and PCWs as between the *Nurses Award* and the *Aged Care Award*.

97. These three steps are, accordingly, set out in the ANMF's marked-up version of the *Nurses Award* draft determination filed together herewith.

G. *Sixth issue: a "standard rate" for direct care employees should be inserted into the Aged Care Award*

98. Presently (and in the draft determination), the *Aged Care Award* provides the following definition of "*standard rate*", in cl 3.1:

"standard rate means the minimum wage for an Aged care employee—general—level 6 in clause 14.1."

99. This is then picked up in cl 15.1(a) (adjustment of expense-related allowances), cl 15.3(b) (leading hand allowance), cl 15.5(a) (nauseous work allowance), and cl 22.9(d) (sleepovers).

100. In the same way, in the *Nurses Award*, "*standard rate*" is defined in cl 2 as follows:

"standard rate means the minimum weekly rate for a Registered nurse—other than aged care employee—level 1 Pay point 1 in clause 15.1(c)(i)."

101. That is then picked up in Sch C, cl C.1.1–C.1.2 for wage-related allowances, and C.2.2 for expense-related allowances.

102. The consequence of this drafting is that allowances are calculated, for direct-care workers, on the basis of a different classification structure than the one which applies to the relevant workers. As the ANMF submitted at Stage 2,⁷⁶ it is preferable that "*standard rate*" be drafted so as to pick up a default rate applicable to the relevant category of worker—*i.e.*, for a direct-care worker, a direct-care worker rate (rather than the general rate); for an aged-care RN, the aged-care RN rate (rather than the non-aged-care rate). That has been proposed in the draft determinations filed together herewith.

⁷⁶ ANMF submissions dated 01 March 2023 at [9]–[12].

H. CONCLUSION

103. For the reasons identified above, and in the ANMF’s earlier submissions, the Panel would vary the *Nurses Award* and *Aged Care Award* in accordance with the draft determinations filed herewith, including by:

- (1) Aligning both the three-year and the four-year degree classifications with the C1(a) classification in the C10 Metals Framework at the rate of \$1,470.80 and omitting the four-year classification;
- (2) Aligning the EN pay point 1 classification with the Level 6 – Team Leader direct care employee classification in the *Aged Care Award* at the rate of \$1,370.80;
- (3) Retaining existing increments and relativities within the RN and EN classifications;
- (4) Varying the proposed drafting mechanism for transmitting AINs from the *Nurses Award* to the *Aged Care Award*;
- (5) Inserting provisions into the *Nurses Award* to ensure that home care AINs do not lose the benefit of the interim increase and receive a final increase consistent with the Panel’s finding in the *Stage 3 Decision*;
- (6) Making provision for a separate “*standard rate*” for direct care employees under the *Aged Care Award* and aged care employees under the *Nurses Award*;
- (7) Varying the classification descriptors in the *Aged Care Award* for “*aged care employees – direct care*” at level 5 and level 6 to ensure recognition of relevant qualifications.

J C McKenna

J E Hartley

Counsel for the ANMF

26 April 2024

.....

Gordon Legal

Solicitors for the ANMF

DRAFT DETERMINATION

Fair Work Act 2009

s.158—Application to vary or revoke a modern award

Health Services Union, Australian Nursing and Midwifery Federation, Virginia Ellis and ors—Work value case—Aged care industry

(AM2020/99 & AM2021/63)

AGED CARE AWARD 2010

[MA000018]

Aged care industry

JUSTICE HATCHER, PRESIDENT

VICE PRESIDENT ASBURY

DEPUTY PRESIDENT O'NEILL

SYDNEY, XX MONTH 2024

PROFESSOR BAIRD

DR RISSE

Applications to vary modern awards – work value – aged care industry – Aged Care Award 2010 – stage 3.

A. Further to the Expert Panel decision issued by the Fair Work Commission on XX MONTH 20XX [[2024] FWCFB XXX], the above award is varied as follows:

1. By inserting the following definition in clause 3.1 in alphabetical order:

aged care employee—direct care is an employee whose primary responsibility is to directly provide:

(a) personal care services to residents under the supervision of a registered or enrolled nurse, or

(b) recreational/lifestyle activity services to residents;

including but not limited to undertaking the following duties:

- assisting with daily living activities;
- attending to personal hygiene, physical, administrative and cognitive needs;

- providing emotional care and social support;
- assisting with participation in social and recreational activities; and
- assisting with clinical care and provision of medical treatments and procedures.

2. By deleting the definition of “standard rate” in clause 3.1 and inserting the following:

standard rate means:

- (a) for employees other than aged care employees—direct care, the minimum wage for an Aged care employee—general—level 6 in clause 14.1;
- (b) for aged care employees—direct care, the minimum wage for an Aged care employee—direct care—level 5 in clause 14.3.

3. By deleting the table appearing in clause 14.1 and inserting the following:

Classification	Per week
	\$
Aged care employee—general—level 1	938.20
Aged care employee—general—level 2	975.40
Aged care employee—general—level 3	1012.90
Aged care employee—general—level 4	1024.90
Aged care employee—general—level 5	1059.60
Aged care employee—general—level 6	1116.60
Aged care employee—general—level 7	1136.70

4. By deleting the table appearing in clause 14.3 and inserting the following:

Classification	Per week
	\$
Aged care employee—direct care—level 1—Introductory	1101.50
Aged care employee—direct care—level 2—Direct Carer	1162.70
Aged care employee—direct care—level 3—Qualified	1223.90
Aged care employee—direct care—level 4—Senior	1272.90

Classification	Per week
	\$
Aged care employee—direct care—level 5—Specialist	1321.80
Aged care employee—direct care—level 6—Team Leader	1370.80

NOTE: See Schedule I—Classification Translation Arrangements for the classifications applicable to employees who were classified as an Aged care employee—direct care under this award on or before XX MONTH 20XX [day before Aged Care Award changes take effect] and employees covered by the Nurses Award 2020 on XX MONTH 20XX [day before Nurses Award changes take effect] who became covered by this award as a result of PRXXXXXX.

5. By inserting clause 28.2(c) as follows:

(c) Clause 28.2 does not apply to an employee subject to clause 28.3.

6. By renumbering clauses 28.3 to 28.8 as clauses 28.4 to 28.9.

7. By inserting a new clause 28.3 as follows:

28.3 Quantum of annual leave—employees previously covered by the Nurses Award 2020

(a) Clause 28.3 only applies to an employee who was covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX.

(b) An employee subject to this clause is entitled to the same quantum of annual leave as if they were covered by the Nurses Award 2020.

NOTE: In addition to the entitlements in the NES, an employee under the Nurses Award 2020 is entitled to an additional week of annual leave on the same terms and conditions provided in the NES.

8. By deleting the words “Laundry hand”, “Cleaner”, “Food Services” and “Food services assistant” appearing in the table in clause B.1.2.

9. By deleting the table appearing in clause B.1.3 and inserting the following:

General and administrative services**Food services**

General clerk/Typist (second and subsequent years of service)

Cook

Receptionist

Food services assistant

Pay clerk

Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

Laundry hand

Cleaner

10. By deleting Schedule B.2 and inserting the following:

B.2 Aged care employee—direct care**B.2.1 Aged care employee—direct care—level 1—Introductory**

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

B.2.2 Aged care employee—direct care—level 2—Direct Carer

An employee whose primary role is to provide direct care to residents and who has more than 3 months' industry experience as a direct care employee.

B.2.3 Aged care employee—direct care—level 3—Qualified

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

B.2.4 Aged care employee—direct care—level 4—Senior

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support or equivalent and has obtained 4 years' post-qualification industry experience as a direct care employee after XX MONTH 2024 [day the changes take effect].

B.2.5 Aged care employee—direct care—level 5—Specialist

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate IV in Ageing Support or equivalent.

B.2.6 Aged care employee—direct care—level 6—Team Leader

A direct care employee who has obtained a Certificate IV in Ageing Support or equivalent and is required to supervise and train other direct care employees.

11. By inserting Schedule I—Classification Translation Arrangements as follows:

Schedule I—Classification Translation Arrangements

Schedule I specifies the classifications that apply to employees in the Aged care employee—direct care stream classified under the previous classification structure and employees

covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] who became covered by this award as a result of PRXXXXXX.

I.1 Translation arrangements for the Aged Care Award 2010

An employee who was classified as an Aged care employee—direct care under the Aged Care Award 2010 on or before XX MONTH 20XX [day before changes take effect] is classified as follows:

Previous classification	Translated classification
Aged care employee—direct care—level 1	Aged care employee—direct care—level 1
Aged care employee—direct care—level 2	Aged care employee—direct care—level 2
Aged care employee—direct care—level 3	
Aged care employee—direct care—level 4	Aged care employee—direct care—level 3*
Aged care employee—direct care—level 5 (without relevant Certificate IV qualification)	Aged care employee—direct care—level 4
Aged care employee—direct care—level 5 (with relevant Certificate IV qualification)	Aged care employee—direct care—level 5
Aged care employee—direct care—level 6	
Aged care employee—direct care—level 7	Aged care employee—direct care—level 6

*NOTE: The requirement for 4 years' post-qualification industry experience at Aged care employee—direct care—level 4 refers only to industry experience acquired after the XX MONTH 20XX [day the changes take effect].

I.2 Translation arrangements for the Nurses Award 2020

(a) Subject to clause 1.2(b), an employee who was covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX is classified as follows:

Previous classification	Translated classification
First year if less than 3 months' work experience in the industry	Aged care employee—direct care—level 1
First year if 3 months' or more work experience in the industry	Aged care employee—direct care—level 2
Second year	
Third year	

Previous classification

Translated classification

Experienced (the holder of a relevant Certificate III qualification)

Aged care employee—direct care—level 3

(b) For the avoidance of doubt, if an employee described in clause 1.2(a) falls within a description in clauses B.2.4–B.2.6 (Aged care employee—direct care—level 4—Senior through to Aged care employee—direct care—level 6—Team Leader), the employee is classified in accordance with whichever of clauses B.2.4–B.2.6 is applicable, rather than in accordance with the table in clause 1.2(a).

12. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation on XX MONTH 20XX. In accordance with s 166(5) of the Fair Work Act 2009 this determination does not take effect in relation to a particular employee until the start of the employee’s first full pay period that starts on or after XX MONTH 20XX.

PRESIDENT

DRAFT DETERMINATION

Fair Work Act 2009

s.158—Application to vary or revoke a modern award

**Australian Nursing and Midwifery Federation—Work value case—Aged care industry
(AM2021/63)**

NURSES AWARD 2020

[MA000034]

Health and welfare services

JUSTICE HATCHER, PRESIDENT

VICE PRESIDENT ASBURY

DEPUTY PRESIDENT O'NEILL

SYDNEY, XX MONTH 2024

PROFESSOR BAIRD

DR RISSE

Applications to vary modern awards – work value – aged care industry – Nurses Award 2020 – stage 3.

A. Further to the Expert Panel decision issued by the Fair Work Commission on XX MONTH 20XX [[2024] FWCFB XXX], the above award is varied as follows:

1. By inserting a definition of “home care nursing assistant” in clause 2, as follows:

home care nursing assistant means a nursing assistant who is engaged in the provision of services for an aged person in a private residence.

2. By amending the definition of “standard rate” in clause 2 so that it provides as follows:

standard rate means:

(a) for employees other than aged care employees, the minimum weekly rate for a Registered nurse-other than aged care employee-level 1 Pay point 1 in clause 15.1(c)(i); and

Nurses Award 2020

- (b) for aged care employees means the minimum weekly rate for a Registered nurse—aged care employee—level 1 Pay point 1 in clause 15.2(b)(i).
3. By inserting a new clause 4.4 as follows:
- 4.4 This award:
- (a) does not cover nursing assistants who are aged care employees on the basis that they are engaged in the provision of 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;
 - (b) does cover nursing assistants who are aged-care employees on the basis that they are engaged in the provision of services for an aged person in a private residence.
4. By renumbering clauses 4.4 to 4.7 as clauses 4.5 to 4.8.
5. By deleting the words “—other than aged care employees” appearing in the title of clause 15.1(a), and inserting the words “—other than home care nursing assistants”.
6. By deleting clause 15.2(a) and inserting, instead, the following clause 15.2(a):
- (a) **Nursing assistant—home care nursing assistants**

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
1st year	1149.10	30.24
2nd year	1167.10	30.71
3rd year and thereafter	1185.80	31.21
Experienced (the holder of a relevant certificate III qualification)	1223.90	32.21

7. By deleting the tables in clause 15.2(b) and inserting the following:

Nurses Award 2020

(i) Student enrolled nurse

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Less than 21 years of age	1174.00	30.89
21 years of age and over	1232.20	32.43

(ii) Enrolled nurse

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 1	1370.80	36.07
Pay point 2	1389.00	36.55
Pay point 3	1407.50	37.04
Pay point 4	1427.70	37.57
Pay point 5	1442.10	37.95

8. By deleting the tables in clause 15.2(c) and inserting the following:

(i) Registered nurse—Levels 1–5

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Registered nurse—level 1		
Pay point 1	1470.80	38.71
Pay point 2	1500.90	39.50

Nurses Award 2020

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 3	1537.80	40.47
Pay point 4	1578.70	41.54
Pay point 5	1627.10	42.82
Pay point 6	1674.30	44.06
Pay point 7	1722.70	45.33
Pay point 8 and thereafter	1767.50	46.51
Registered nurse—level 2		
Pay point 1	1814.30	47.74
Pay point 2	1843.20	48.51
Pay point 3	1875.20	49.35
Pay point 4 and thereafter	1905.90	50.16
Registered nurse—level 3		
Pay point 1	1967.30	51.77
Pay point 2	2003.40	52.72
Pay point 3	2038.00	53.63
Pay point 4 and thereafter	2074.50	54.59
Registered nurse—level 4		
Grade 1	2245.40	59.09
Grade 2	2406.30	63.32
Grade 3	2546.60	67.02
Registered nurse—level 5		

Nurses Award 2020

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Grade 1	2265.80	59.63
Grade 2	2386.10	62.79
Grade 3	2546.60	67.02
Grade 4	2705.40	71.19
Grade 5	2983.80	78.52
Grade 6	3264.80	85.92

(ii) Minimum entry rate

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Masters degree ¹	1588.60	41.81

¹ Progression from this entry rate will be to level 1—Registered nurse pay point 5.

(iii) Nurse practitioner—aged care employees

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
1st year	2263.80	59.57
2nd year	2331.00	61.34

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

Nurses Award 2020

9. By inserting the words “for employees other than aged care employees” at the end of cl 17.2(a).
10. By inserting the words “other than an aged care employee” after the words “An on-call employee is paid to an employee” in clause 17.2(a)(i).
11. By inserting a new clause 17.2(b), as follows:

(b) On-call allowance for aged care employees

- (i) An on-call allowance is paid to an aged care employee who is required by the employer to be on-call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts:

Between rostered shifts or ordinary hours on:	\$ per 24-hour period or part thereof
Monday to Friday inclusive	34.61
Saturday	52.13
Sunday, public holiday or non-rostered day	60.82

- (ii) For the purpose of clause 17.2(b) the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.
12. In clause 19.8, by deleting “17.2(a)” and inserting “17.2”.
 13. By deleting the words “—other than aged care employees” appearing in the title of clause B.1.1, and inserting the words “—other than home care nursing assistants”.
 14. By deleting clause B.2.1 and inserting, instead, the following clause B.2.1:

Nurses Award 2020

B.2.1 Nursing assistant—home care nursing assistants

(a) Full-time and part-time employees—ordinary and penalty rates

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	30.24	34.02	34.78	45.36	52.92	60.48
2nd year	30.71	34.55	35.32	46.07	53.74	61.42
3rd year and thereafter	31.21	35.11	35.89	46.82	54.62	62.42
Experienced (the holder of a relevant certificate III qualification)	32.21	36.24	37.04	48.32	56.37	64.42

(b) Full-time and part-time employees—overtime rates

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	45.36	60.48	60.48	75.60
2nd year	46.07	61.42	61.42	76.78
3rd year and thereafter	46.82	62.42	62.42	78.03

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Experienced (the holder of a relevant certificate III qualification)	48.32	64.42	64.42	80.53

(c) Casual employees—ordinary and penalty rates

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	37.80	41.58	42.34	56.70	66.15	75.60
2nd year	38.39	42.23	42.99	57.59	67.18	76.78
3rd year and thereafter	39.01	42.91	43.69	58.52	68.27	78.02
Experienced (the holder of a relevant certificate III qualification)	40.26	44.29	45.09	60.39	70.46	80.52

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

Nurses Award 2020

15. By deleting the tables in clause B.2.2 and inserting the following:

(a) Full-time and part-time employees—ordinary and penalty rates

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Student enrolled nurse						
Less than 21 years of age	30.89	34.75	35.52	46.34	54.06	61.78
21 years of age and over	32.43	36.48	37.29	48.65	56.75	64.86
Enrolled nurse						
Pay point 1	36.07	40.58	41.48	54.11	63.12	72.14
Pay point 2	36.55	41.12	42.03	54.83	63.96	73.10
Pay point 3	37.04	41.67	42.60	55.56	64.82	74.08
Pay point 4	37.57	42.27	43.21	56.36	65.75	75.14
Pay point 5	37.95	42.69	43.64	56.93	66.41	75.90

Nurses Award 2020

(b) Full-time and part-time employees—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Student enrolled nurse				
Less than 21 years of age	46.34	61.78	61.78	77.23
21 years of age and over	48.65	64.86	64.86	81.08
Enrolled nurse				
Pay point 1	54.11	72.14	72.14	90.18
Pay point 2	54.83	73.10	73.10	91.38
Pay point 3	55.56	74.08	74.08	92.60
Pay point 4	56.36	75.14	75.14	93.93
Pay point 5	56.93	75.90	75.90	94.88

(c) Casual employees—ordinary and penalty rates

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Student enrolled nurse						

Nurses Award 2020

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Less than 21 years of age	38.61	42.47	43.25	57.92	67.57	77.22
21 years of age and over	40.54	44.59	45.40	60.81	70.95	81.08
Enrolled nurse						
Pay point 1	45.09	49.60	50.50	67.64	78.91	90.18
Pay point 2	45.69	50.26	51.17	68.54	79.96	91.38
Pay point 3	46.30	50.93	51.86	69.45	81.03	92.60
Pay point 4	46.96	51.66	52.60	70.44	82.18	93.92
Pay point 5	47.44	52.18	53.13	71.16	83.02	94.88

¹The casual hourly rate is defined in clause 2—Definitions.

16. By deleting the tables in clause B.2.3 and inserting the following:

(a) **Full-time and part-time employees—ordinary and penalty rates**

Nurses Award 2020

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse—level 1						
Pay point 1	38.71	43.55	44.52	58.07	67.74	77.42
Pay point 2	39.50	44.44	45.43	59.25	69.13	79.00
Pay point 3	40.47	45.53	46.54	60.71	70.82	80.94
Pay point 4	41.54	46.73	47.77	62.31	72.70	83.08
Pay point 5	42.82	48.17	49.24	64.23	74.94	85.64
Pay point 6	44.06	49.57	50.67	66.09	77.11	88.12
Pay point 7	45.33	51.00	52.13	68.00	79.33	90.66
Pay point 8 and thereafter	46.51	52.32	53.49	69.77	81.39	93.02
Registered nurse—level 2						
Pay point 1	47.74	53.71	54.90	71.61	83.55	95.48
Pay point 2	48.51	54.57	55.79	72.77	84.89	97.02
Pay point 3	49.35	55.52	56.75	74.03	86.36	98.70
Pay point 4 and thereafter	50.16	56.43	57.68	75.24	87.78	100.32
Registered nurse—level 3						

Nurses Award 2020

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Pay point 1	51.77	58.24	59.54	77.66	90.60	103.54
Pay point 2	52.72	59.31	60.63	79.08	92.26	105.44
Pay point 3	53.63	60.33	61.67	80.45	93.85	107.26
Pay point 4 and thereafter	54.59	61.41	62.78	81.89	95.53	109.18
Registered nurse—level 4¹						
Grade 1	59.09	–	–	88.64	103.41	118.18
Grade 2	63.32	–	–	94.98	110.81	126.64
Grade 3	67.02	–	–	100.53	117.29	134.04
Registered nurse—level 5¹						
Grade 1	59.63	–	–	89.45	104.35	119.26
Grade 2	62.79	–	–	94.19	109.88	125.58
Grade 3	67.02	–	–	100.53	117.29	134.04
Grade 4	71.19	–	–	106.79	124.58	142.38
Grade 5	78.52	–	–	117.78	137.41	157.04
Grade 6	85.92	–	–	128.88	150.36	171.84
Minimum entry rate						
Masters degree	41.81	47.04	48.08	62.72	73.17	83.62

Nurses Award 2020

¹ Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

(c) Full-time and part-time employees—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Registered nurse—level 1				
Pay point 1	58.07	77.42	77.42	96.78
Pay point 2	59.25	79.00	79.00	98.75
Pay point 3	60.71	80.94	80.94	101.18
Pay point 4	62.31	83.08	83.08	103.85
Pay point 5	64.23	85.64	85.64	107.05
Pay point 6	66.09	88.12	88.12	110.15
Pay point 7	68.00	90.66	90.66	113.33
Pay point 8 and thereafter	69.77	93.02	93.02	116.28
Registered nurse—level 2				
Pay point 1	71.61	95.48	95.48	119.35
Pay point 2	72.77	97.02	97.02	121.28
Pay point 3	74.03	98.70	98.70	123.38

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Pay point 4 and thereafter	75.24	100.32	100.32	125.40
Registered nurse—level 3				
Pay point 1	77.66	103.54	103.54	129.43
Pay point 2	79.08	105.44	105.44	131.80
Pay point 3	80.45	107.26	107.26	134.08
Pay point 4 and thereafter	81.89	109.18	109.18	136.48
Registered nurse—level 4¹	–	–	–	–
Registered nurse—level 5¹	–	–	–	–
Minimum entry rate				
Masters degree	62.72	83.62	83.62	104.53

¹ Overtime rates do not apply to Registered nurse levels 4 and 5 in accordance with clause 19.1(b).

Nurses Award 2020

(a) Casual employees—ordinary and penalty rates

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse—level 1						
Pay point 1	48.39	53.23	54.19	72.59	84.68	96.78
Pay point 2	49.38	54.31	55.30	74.07	86.42	98.76
Pay point 3	50.59	55.65	56.66	75.89	88.53	101.18
Pay point 4	51.93	57.12	58.16	77.90	90.88	103.86
Pay point 5	53.53	58.88	59.95	80.30	93.68	107.06
Pay point 6	55.08	60.58	61.68	82.62	96.39	110.16
Pay point 7	56.66	62.33	63.46	84.99	99.16	113.32
Pay point 8 and thereafter	58.14	63.95	65.11	87.21	101.75	116.28
Registered nurse—level 2						
Pay point 1	59.68	65.64	66.84	89.52	104.44	119.36
Pay point 2	60.64	66.70	67.91	90.96	106.12	121.28
Pay point 3	61.69	67.86	69.09	92.54	107.96	123.38
Pay point 4 and thereafter	62.70	68.97	70.22	94.05	109.73	125.40

Nurses Award 2020

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse— level 3						
Pay point 1	64.71	71.18	72.48	97.07	113.24	129.42
Pay point 2	65.90	72.49	73.81	98.85	115.33	131.80
Pay point 3	67.04	73.74	75.08	100.56	117.32	134.08
Pay point 4 and thereafter	68.24	75.06	76.43	102.36	119.42	136.48
Registered nurse— level 4²						
Grade 1	73.86	–	–	110.79	129.26	147.72
Grade 2	79.15	–	–	118.73	138.51	158.30
Grade 3	83.78	–	–	125.67	146.62	167.56
Registered nurse— level 5²						
Grade 1	74.54	–	–	111.81	130.45	149.08
Grade 2	78.49	–	–	117.74	137.36	156.98
Grade 3	83.78	–	–	125.67	146.62	167.56
Grade 4	88.99	–	–	133.49	155.73	177.98
Grade 5	98.15	–	–	147.23	171.76	196.30
Grade 6	107.40	–	–	161.10	187.95	214.80

Nurses Award 2020

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Minimum entry rate						
Masters degree	52.26	57.49	58.53	78.39	91.46	104.52

¹ The casual hourly rate is defined in clause 2—Definitions.

² Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

17. By deleting the tables in clause B.2.4 and inserting the following:

(a) Full-time and part-time employees—ordinary and penalty rates

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	59.57	67.02	68.51	89.36	104.25	119.14
2nd year	61.34	69.01	70.54	92.01	107.35	122.68

(b) Full-time and part-time employees—overtime rates

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	89.36	119.14	119.14	148.93
2nd year	92.01	122.68	122.68	153.35

(c) Casual employees—ordinary and penalty rates

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	74.46	81.91	83.40	111.69	130.31	148.92
2nd year	76.68	84.34	85.88	115.02	134.19	153.36

¹The casual hourly rate is defined in clause 2—Definitions.

18. By deleting the following words in clause C.1.1: “as the minimum weekly rate for a Registered nurse—other than aged care employee—level 1, pay point 1 in clause 15.1(c)(i) = \$1084.10”.
19. By deleting the table in clause C.1.1 and inserting the following:

Nurses Award 2020

Allowance	Clause	% of standard rate	\$	Payable
On-call allowance for employees other than aged care employees—between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(a)(i)	2.35	25.48	per 24-hour period or part thereof
On-call allowance for aged care employees—between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(b)(i)	2.35	34.61	per 24-hour period or part thereof
On-call allowance for employees other than aged care employees—between rostered shifts or ordinary hours on—Saturday	17.2(a)(i)	3.54	38.38	per 24-hour period or part thereof
On-call allowance for aged care employees—between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(b)(i)	3.54	52.13	per 24-hour period or part thereof
On-call allowance for employees other than aged care employees—between rostered shifts or ordinary hours on—Sunday, public holiday or non-rostered day	17.2(a)(i)	4.13	44.77	per 24-hour period or part thereof
On-call allowance for aged care employees—between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(b)(i)	4.13	60.82	per 24-hour period or part thereof

20. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation on XX MONTH 20XX. In accordance with s 165(3) of the Fair Work Act 2009 this determination does not take effect in relation to a particular

Nurses Award 2020

employee until the start of the employee's first full pay period that starts on or after XX
MONTH 20XX.

PRESIDENT

Aged Care Award 2010 – AM2020/99 and ors – Stage 3 markup

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 9 April 2024 ([PR771285](#)).

Clause(s) affected by the most recent variation(s):

21—Superannuation

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/251](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

Table of Contents

[Varied by [PR988396](#), [PR994419](#), [PR532630](#), [PR544519](#), [PR544794](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR582952](#), [PR584066](#), [PR609335](#), [PR610178](#), [PR701412](#), [PR718141](#), [PR721362](#), [PR728137](#), [PR740267](#); [PR747559](#), [PR748510](#), [PR750406](#), [PR763212](#)]

- Part 1— Application and Operation 3**
- 1. Title 3
- 2. Commencement and transitional..... 3
- 3. Definitions and interpretation 4
- 4. Coverage 6
- 5. Access to the award and the National Employment Standards..... 7
- 6. The National Employment Standards and this award 7
- 7. Individual flexibility arrangements 7
- Part 2— Consultation and Dispute Resolution..... 9**
- 8. Consultation about major workplace change 9
- 8A. Consultation about changes to rosters or hours of work 10
- 9. Dispute resolution 11
- Part 3— Types of Employment and Termination of Employment 12**
- 10. Employment categories 12
- 11. Termination of employment..... 13
- 12. Redundancy..... 14
- Part 4— Minimum Wages and Related Matters..... 15**
- 13. Classifications 15
- 14. Minimum weekly wages 16
- 15. Allowances..... 20

Aged Care Award 2010

16.	District allowances	23
17.	Payment of wages	23
18.	Accident pay.....	24
19.	Supported wage system.....	24
20.	National training wage	24
21.	Superannuation.....	25
Part 5— Hours of Work and Related Matters		27
22.	Ordinary hours of work and rostering.....	27
23.	Saturday and Sunday work.....	31
24.	Breaks.....	32
25.	Overtime penalty rates	32
26.	Shiftwork.....	36
27.	Higher duties	37
27A.	Requests for flexible working arrangements.....	37
Part 6— Leave and Public Holidays.....		37
28.	Annual leave.....	37
29.	Public holidays	42
30.	Personal/carer’s leave and compassionate leave.....	43
30A.	Parental leave and related entitlements	43
31.	Community service leave.....	43
32.	Ceremonial leave.....	43
33.	Family and domestic violence leave	44
Schedule A —Transitional Provisions.....		45
Schedule B —Classification Definitions		51
Schedule C —Supported Wage System.....		59
Schedule D —National Training Wage		62
Schedule E —School-based Apprentices.....		63
Schedule F —Agreement to Take Annual Leave in Advance		64
Schedule G —Agreement to Cash Out Annual Leave		65
Schedule H —Agreement for Time Off Instead of Payment for Overtime		66
<u>Schedule I—Classification Translation Arrangements</u>		

Part 1—Application and Operation

1. Title

This award is the *Aged Care Award 2010*.

2. Commencement and transitional

[Varied by [PR988396](#), [PR542138](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542138](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542138](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542138](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

Aged Care Award 2010

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR995161](#), [PR994419](#), [PR997772](#), [PR503620](#), [PR509796](#), [PR544794](#), [PR545985](#), [PR733830](#); [PR751293](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994419](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544794](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

aged care employee—direct care is an employee whose primary responsibility is to directly provide:

(a) personal care services to residents under the supervision of a registered or enrolled nurse, or

(b) recreational/lifestyle activity services to residents;

including but not limited to undertaking the following duties:

- assisting with daily living activities;
- attending to personal hygiene, physical, administrative and cognitive needs;
- providing emotional care and social support;
- assisting with participation in social and recreational activities; and
- assisting with clinical care and provision of medical treatments and procedures.

[Definition of **aged care industry** varied by [PR509796](#) ppc 23May11]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994419](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

Aged Care Award 2010

[Definition of **apprentice** inserted by [PR544794](#) ppc 01Jan14]

apprentice means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority

[Definition of **award-based transitional instrument** inserted by [PR994419](#) from 01Jan10]

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **casual employee** inserted by [PR733830](#) from 27Sep21]

casual employee has the meaning given by section 15A of the [Act](#)

[Definition of **Commission** deleted by [PR994419](#) from 01Jan10]

[Definition of **day shift** inserted by [PR995161](#) ppc 23Mar10]

day shift means a shift worked between 6.00 am and 6.00 pm Monday to Friday

[Definition of **default fund employee** inserted by [PR545985](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545985](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503620](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503620](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994419](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994419](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994419](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994419](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **enterprise NAPSA** deleted by [PR994419](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR545985](#) ppc 01Jan14]

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

Aged Care Award 2010

[Definition of **MySuper product** inserted by [PR545985](#) ppc 01Jan14]

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of NAPSA deleted by [PR994419](#) from 01Jan10]

[Definition of NES substituted by [PR994419](#) from 01Jan10]

NES means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994419](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

[Definition of **regular casual employee** inserted by [PR733830](#) from 27Sep21]

regular casual employee has the meaning given by section 12 of the [Act](#)

[Definition of **standard rate** varied by [PR751293](#) ppc 30Jun23]

standard rate means:

~~(a) for employees other than aged care employees—direct care, the minimum wage for an Aged care employee—general—level 6 in clause 14.1;~~

~~(a)(b) for aged care employees—direct care, the minimum wage for an Aged care employee—direct care—level 5 in clause 14.3.~~

[Definition of **transitional minimum wage instrument** inserted by [PR994419](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

4. Coverage

[Varied by [PR994419](#), [PR544794](#)]

4.1 This industry award covers employers throughout Australia in the aged care industry and their employees in the classifications listed in clause 14—Minimum weekly wages, to the exclusion of any other modern award.

4.2 The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994419](#) from 01Jan10]

4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

Aged Care Award 2010

[4.4, 4.5 and 4.6 inserted by [PR994419](#) from 01Jan10]

4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.6 substituted by [PR544794](#) ppc 01Jan14]

4.6 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.7 by [PR994419](#) from 01Jan10]

4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Individual flexibility arrangements

[Varied by [PR542138](#); 7—Award flexibility renamed and substituted by [PR610178](#) ppc 01Nov18]

7.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or

Aged Care Award 2010

- (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 7.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or

- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

- 7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610178](#) ppc 01Nov18]

- 8.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
 - (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

Aged Care Award 2010

- 8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5** In clause 8:
significant effects, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) 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.
- 8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610178](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).
- 8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR994419](#), [PR542138](#); substituted by [PR610178](#) ppc 01Nov18; varied by [PR763212](#)]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
 - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

[Note 1 inserted by [PR763212](#) ppc 01Aug23]

NOTE 1: In addition to clause 9, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request flexible working arrangements is contained in section 65B of the [Act](#).

[Note 2 inserted by [PR763212](#) ppc 01Aug23]

NOTE 2: In addition to clause 9, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request an extension to unpaid parental leave is contained in section 76B of the [Act](#).

Part 3—Types of Employment and Termination of Employment

10. Employment categories

[Varied by [PR995161](#), [PR502652](#), [PR700532](#), [PR723844](#), [PR733830](#)]

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

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

10.2 Full-time employees

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22.1 of this award.

10.3 Part-time employees

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

[10.3(c) substituted by [PR995161](#) ppc 23Mar10]

- (c) Any agreed variation to the hours of work will be in writing.
- (d) The terms of this award 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.

[10.3(e) replaced by [PR502652](#) from 01Jan10]

- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.

10.4 Casual employees

[10.4(a) substituted by [PR733830](#) from 27Sep21]

- (a) A casual employee may work up to and including 38 ordinary hours per week.

[10.4(b) varied by [PR723844](#) ppc 01Mar21]

- (b) A casual employee will be paid per ordinary hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.

[10.4(c) inserted by [PR723844](#) ppc 01Mar21]

- (c) When a casual employee works overtime, they must be paid the overtime rates in clause 25.1(c).

10.5 Offers and requests for casual conversion

[10.5 inserted by [PR700532](#); substituted and renamed by [PR733830](#) from 27Sep21]

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

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 9—Dispute resolution.

11. Termination of employment

[11 substituted by [PR610178](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

11.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Aged Care Award 2010

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR994419](#), [PR503620](#), [PR561478](#); substituted by [PR706889](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

12.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

Part 4—Minimum Wages and Related Matters

13. Classifications

[Varied by [PR988396](#), [PR509049](#)]

All employees covered by this award must be classified according to the structure and definitions set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum weekly wages

[14 substituted by [PR997899](#), [PR509049](#), [PR522880](#), [PR536683](#), [PR544794](#) ppc 01Jan14; varied by [PR551606](#), [PR559223](#), [PR566686](#), [PR579779](#), [PR529114](#), [PR606342](#), [PR707428](#), [PR718835](#), [PR729273](#), [PR733830](#), [PR740693](#), [PR751293](#), [PR762127](#)]

14.1 Aged care employee—general

[14.1 varied by [PR551606](#), [PR566686](#), [PR579779](#), [PR529114](#), [PR606342](#), [PR707428](#), [PR718835](#), [PR729273](#), [PR740693](#); renamed and substituted by [PR751293](#) ppc 30Jun23; varied by [PR762127](#) ppc 01Jul23]

The following minimum wages apply to employees in the classifications listed in clause B.1, other than senior food services employees paid in accordance with clause 14.2.

<u>Classification</u>	<u>Per week</u>
	\$
Aged care employee—general—level 1	938.20
Aged care employee—general—level 2	975.40
Aged care employee—general—level 3	1012.90
Aged care employee—general—level 4	1024.90
Aged care employee—general—level 5	1059.60
Aged care employee—general—level 6	1116.60
Aged care employee—general—level 7	1136.70

Classification	Per week
	\$
Aged care employee—general—level 1	910.90
Aged care employee—general—level 2	947.00
Aged care employee—general—level 3	983.40
Aged care employee—general—level 4	995.00
Aged care employee—general—level 5	1028.70
Aged care employee—general—level 6	1084.10
Aged care employee—general—level 7	1103.60

14.2 Aged care employee—general—most senior food services employee

[New 14.2 inserted by [PR751293](#) ppc 30Jun23; varied by [PR762127](#) ppc 01Jul23]

The following minimum wages apply to an employee in the classifications Aged care employee—general—levels 4 to 7 listed in clause B.1, if that employee is the single most senior food services employee engaged by any employer at the facility or site.

Classification	Per week
	\$
Aged care employee—general—level 4	1144.20

Aged Care Award 2010

Classification	Per week
	\$
Aged care employee—general—level 5	1183.00
Aged care employee—general—level 6	1246.80
Aged care employee—general—level 7	1269.10

14.3 Aged care employee—direct care

[New 14.3 inserted by [PR751293](#) ppc 30Jun23; varied by [PR762127](#) ppc 01Jul23]

The following minimum wages apply to employees in the classifications listed in clause B.2.

<u>Classification</u>	<u>Per week</u>
	<u>\$</u>
<u>Aged care employee—direct care—level 1—Introductory</u>	<u>1101.50</u>
<u>Aged care employee—direct care—level 2—Direct Carer</u>	<u>1162.70</u>
<u>Aged care employee—direct care—level 3—Qualified</u>	<u>1223.90</u>
<u>Aged care employee—direct care—level 4—Senior</u>	<u>1272.90</u>
<u>Aged care employee—direct care—level 5—Specialist</u>	<u>1321.80</u>
<u>Aged care employee—direct care—level 6—Team Leader</u>	<u>1370.80</u>

Classification	Per week
	\$
Aged care employee—direct care—level 1	1047.60
Aged care employee—direct care—level 2	1089.00
Aged care employee—direct care—level 3	1130.90
Aged care employee—direct care—level 4	1144.20
Aged care employee—direct care—level 5	1183.00
Aged care employee—direct care—level 6	1246.80
Aged care employee—direct care—level 7	1269.10

[NOTE: See Schedule I—Classification Translation Arrangements for the **minimum rate of pay** classifications applicable to employees who were classified as an Aged care employee—direct care under this award on or before XX MONTH 20XX \[day before Aged Care Award changes take effect\] and employees covered by the Nurses Award 2020 on XX MONTH 20XX \[day before Nurses Award changes take effect\] who became covered by this award as a result of PRXXXXXX.](#)

14.4 Cooking apprentices

[14.2 renumbered as 14.4 and varied by [PR751293](#) ppc 30Jun23]

An employee apprenticed in the cooking trade will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	55	55
2nd year	65	65
3rd year	80	80
4th year	95	95

14.5 Gardening apprentices

[14.3 renumbered as 14.5 by [PR751293](#) ppc 30Jun23]

[14.5(a) varied by [PR751293](#) ppc 30Jun23]

(a) An employee apprenticed in the gardening and landscaping trade will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	50	52.5
2nd year	60	65
3rd year	75	75
4th year	95	95

[14.5(b) varied by [PR751293](#) ppc 30Jun23]

(b) An employee apprenticed in the gardening and landscaping trade on or after 1 January 2015 will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

14.6 Adult apprentices

[14.4 renumbered as 14.6 and varied by [PR751293](#) ppc 30Jun23]

[14.6(a) varied by [PR751293](#) ppc 30Jun23]

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for aged care employee—general—level 4 in clause 14.1, or the rate prescribed by clause 14.2 or 14.5 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1 or the rate prescribed by the relevant apprenticeship clause 14.2 or 14.5 for the relevant year of the apprenticeship, whichever is the greater.

[14.6(c) varied by [PR733830](#) ppc 27Sep21; varied by [PR751293](#) ppc 30Jun23]

- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clauses 14.1 to 14.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

14.7 Apprentice conditions of employment

[14.5—Apprentice conditions of employment inserted by [PR559223](#); renumbered as 14.7 by [PR751293](#) ppc 30Jun23]

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 14.7(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

Aged Care Award 2010

- (d) The amount payable by an employer under clause 14.7(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under 14.7(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.
- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

15. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR988396](#), [PR994419](#), [PR998128](#), [PR502624](#), [PR509171](#), [PR523001](#), [PR536804](#), [PR551727](#), [PR566828](#), [PR579523](#), [PR592276](#), [PR606500](#), [PR704095](#), [PR707625](#), [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#)]

15.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[15.1(b) substituted by [PR994419](#) from 01Jan10; varied by [PR523001](#) ppc 01Jul12]

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable CPI figure
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

15.2 Clothing and equipment

[15.2(c) varied by [PR502624](#) from 01Jan10]

- (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 of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (c) 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.
- (d) 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.

15.3 Leading hand allowance

- (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.

[15.3(b) varied by [PR994419](#) from 01Jan10]

- (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:	% of <u>standard rate</u>
2-5 other employees	2.67
6-10 other employees	3.81

Aged Care Award 2010

Leading hand in charge of:	% of <u>standard rate</u>
11-15 other employees	4.81
16 or more other employees	5.88

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

15.4 Meal allowance

[15.4(a) varied by [PR998128](#), [PR509171](#), [PR523001](#), [PR536804](#), [PR551727](#), [PR566828](#), [PR579523](#), [PR592276](#), [PR606500](#), [PR704095](#), [PR707625](#), [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$15.20 in addition to any overtime payment as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

[15.4(a)(ii) varied by [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

- (ii) Provided that where such overtime work exceeds four hours a further meal allowance of \$13.70 will be paid.
- (b) Clause 15.4(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request meal allowance will be paid on the same day as overtime is worked.

15.5 Nauseous work allowance

- (a) An allowance of 0.05% of the standard rate 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 of 0.27% of the standard rate for work performed in any week.
- (b) Notwithstanding the provisions of clause 15.5(a), a nauseous allowance is not payable by an employer who, at 1 January 2010, was not obliged to pay such an allowance under the terms of an award based transitional instrument. This subclause will only operate until 1 January 2011.

15.6 Tool allowance

[15.6 varied by [PR998128](#), [PR579523](#), [PR592276](#), [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

A tool allowance of \$13.11 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

15.7 Travelling, transport and fares

[15.7(a) varied by [PR523001](#), [PR536804](#), [PR551727](#), [PR718990](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.96 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.7(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

16. District allowances

[Varied by [PR994419](#), [PR503620](#); deleted by [PR561478](#) ppc 05Mar15]

17. Payment of wages

[Varied by [PR721749](#)]

[Paragraph numbered as 17.1 by [PR994419](#) from 01Jan10]

17.1 Wages are to be paid weekly or fortnightly.

17.2 Method of payment

[17.1 renumbered as 17.2 by [PR994419](#) from 01Jan10]

Subject to clause 17.4, by no later than payday, wages must be paid by cash or electronic funds transfer, the latter into the bank or financial institutional account nominated by the employee.

17.3 Payment on termination of employment

[17.2 renumbered as 17.3 by [PR994419](#) from 01Jan10; 17.3—Termination renamed and substituted by [PR721749](#) ppc 26Aug20]

- (a) When notice of termination of employment has been given by an employee in accordance with clause 11.1, or an employee's services have been terminated by an employer who has provided them with notice in accordance with the [NES](#), payment of all wages and other monies owing to an employee will be made to the employee by no later than the last day of the formal notice period.
- (b) In all other circumstances, the employer must pay all wages and other monies owing to an employee by no later than 7 days after the day on which the employee's employment terminates.
- (c) The requirement to pay wages and other amounts under clauses 17.3(a) and (b) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

Aged Care Award 2010

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the required minimum period of notice or "has paid" to the employee payment instead of giving them notice.

NOTE 2: Clause 17.3(c) allows the Commission to make an order delaying the requirement to make a payment under clause 17.3(a) or 17.3(b). For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

17.4 Delay

[17.3 renumbered as 17.4 by [PR994419](#) from 01Jan10]

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.

18. Accident pay

[Varied by [PR994419](#), [PR503620](#); deleted by [PR561478](#) ppc 05Mar15]

19. Supported wage system

[Varied by [PR988396](#)]

See Schedule C

20. National training wage

[Varied by [PR988396](#); substituted by [PR593814](#) ppc 01Jul17; varied by [PR606342](#), [PR707428](#), [PR720159](#), [PR718835](#), [PR723827](#), [PR729273](#), [PR740693](#), [PR762127](#)]

[20.1 varied by [PR720159](#) ppc 18Jun20]

20.1 Schedule E to the [Miscellaneous Award 2020](#) sets out minimum wage rates and conditions for employees undertaking traineeships.

[20.2 varied by [PR606342](#), [PR707428](#), [PR720159](#) ppc 18Jun20, [PR723827](#), [PR729273](#), [PR740693](#), [PR762127](#) ppc 01Jul23]

20.2 This award incorporates the terms of Schedule E to the [Miscellaneous Award 2020](#) as at 1 July 2023. Provided that any reference to "this award" in Schedule E to the [Miscellaneous Award 2020](#) is to be read as referring to the *Aged Care Award 2010* and not the [Miscellaneous Award 2020](#).

[20.3 inserted by [PR718835](#) ppc 01Jul20; deleted by [PR723827](#) ppc 01Nov20]

21. Superannuation

[Varied by [PR990530](#), [PR995161](#), [PR994419](#), [PR526089](#), [PR530211](#), [PR533378](#), [PR545985](#), [PR771285](#)]

21.1 Superannuation legislation

[21.1 substituted by [PR771285](#) ppc 09Apr24]

- (a) The [NES](#) and 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), deal with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in clause 21 supplement those in superannuation legislation and the [NES](#).

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

21.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

21.3 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

Aged Care Award 2010

superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.

- (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 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

[21.4 varied by [PR994419](#), [PR771285](#) ppc 09Apr24]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 21.2 and pay any amount authorised under clauses 21.3(a) or 21.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);

[21.4(d) deleted by [PR545985](#) ppc 01Jan14]

[21.4(e) substituted by [PR533378](#) ppc 22Jan13; renumbered as 21.4(d) by [PR545985](#) ppc 01Jan14]

- (d) Catholic Super (CSF);

[21.4(f) renumbered as 21.4(e) by [PR545985](#) ppc 01Jan14]

- (e) Mercy Super;

[21.4(g) renumbered as 21.4(f) by [PR545985](#) ppc 01Jan14]

- (f) Sunsuper;

[21.4(h) renumbered as 21.4(g) by [PR545985](#) ppc 01Jan14]

- (g) Tasplan;

[21.4(i) substituted by [PR530211](#) ppc 26Oct12; renumbered as 21.4(h) by [PR545985](#) ppc 01Jan14]

- (h) CareSuper;

[21.4(j) varied by [PR995161](#) ppc 23Mar10, [PR526089](#) ppc 09Jul12; renumbered as 21.4(i) by [PR545985](#) ppc 01Jan14]

- (i) NGS Super;

[21.4(k) inserted by [PR995161](#) ppc 23Mar10; renumbered as 21.4(j) by [PR545985](#) ppc 01Jan14]

- (j) AustralianSuper;

Aged Care Award 2010

[21.4(k) renumbered as 21.4(l) by [PR995161](#), 21.4(l) renumbered as 21.4(k) and varied by [PR545985](#) ppc 01Jan14]

- (k) 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; or

[New 21.4(l) inserted by [PR545985](#) ppc 01Jan14]

- (l) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Hours of Work and Related Matters

22. Ordinary hours of work and rostering

[Varied by [PR995161](#), [PR994419](#), [PR509796](#), [PR700643](#), [PR713505](#)]

22.1 Ordinary hours of work

The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per four week period, and will be worked either:

- (a) in a period of 28 calendar days of not more than 20 work days in a 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) eight hours on a day shift or 10 hours on a night shift.

22.2 Span of hours

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

[22.2(b) varied by [PR994419](#) from 01Jan10]

- (b) A shiftworker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined in clause 22.2(a).

22.3 Rostered days off

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

22.4 Rest breaks between rostered work

- (a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

22.5 Accumulation and taking of accrued days off (ADOs)

- (a) This clause will only apply to full-time employees.
- (b) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in clause 22.1, ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (c) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- (d) The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off prescribed in clause 22.3 above. ADOs will not be rostered on public holidays.

22.6 Rosters

- (a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to clause 22.6(b) below.

[22.6(b) deleted by [PR509796](#) ppc 23May11]

[22.6(c) renumbered as 22.6(b) by [PR509796](#) ppc 23May11]

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

[22.6(d) renumbered as 22.6(c) by [PR509796](#) ppc 23May11]

- (c) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.

[22.6(e) renumbered as 22.6(d) by [PR509796](#) ppc 23May11]

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

[22.6(f) renumbered as 22.6(e) by [PR509796](#) ppc 23May11]

- (e) Where practicable, ADOs will be displayed on the roster.

[New 22.6(f) inserted by [PR700643](#) ppc 01Oct18]

- (f) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.

[22.6(g) renumbered as 22.6(f) by [PR509796](#), 22.6(f) renumbered as 22.6(g) by [PR700643](#) ppc 01Oct18]

- (g) This clause will not apply to hostel supervisors.

22.7 Minimum engagements

- (a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.

[22.7(b) substituted by [PR509796](#) ppc 23May11]

- (b) Permanent part-time and casual employees will receive a minimum payment of two hours for each engagement.

[22.7(c) varied by [PR994419](#); deleted by [PR509796](#) ppc 23May11]

[22.7(d) renumbered as 22.7(c) by [PR509796](#) ppc 23May11]

- (c) Subject to clause 22.8, except for meal breaks, the hours of work on any day will be continuous.

22.8 Broken shifts

With respect to broken shifts:

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

[22.8(b) varied by [PR995161](#) ppc 23Mar10]

- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.

[22.8(c) varied by [PR994419](#) from 01Jan10]

- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 25—Overtime penalty rates and 26—Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

[22.8(f) inserted by [PR713505](#) ppc 25Oct19]

- (f) Each portion of the shift must meet the minimum engagement requirements in clause 22.7(b).

22.9 Sleepovers

Employees may, in addition to normal rostered shifts, be required to sleepover. A **sleepover** means sleeping in at night in order to be on call for emergencies.

The following conditions will apply to each night of sleepover:

- (a) The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.

Aged Care Award 2010

- (b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.
- (c) Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.

[22.9(d) varied by [PR994419](#) from 01Jan10]

- (d) In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of 5.2% of the [standard rate](#) for each night on which they sleep over.
- (e) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
- (f) An employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 22.9(d).
- (g) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:
 - (i) All time worked by full-time employees during any sleepover will be paid for at overtime rates.
 - (ii) All time worked by permanent part-time employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
 - (iii) All time worked by casual employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
 - (iv) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 22.9(j) will apply.
- (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- (i) No employee will be required to sleepover during any part of their rostered days off or ADOs.

- (j) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times will, subject to this clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the employer, such an employee resumes or continues to work without having eight consecutive hours off duty, the employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty. In no case will casual employees be used exclusively, or almost exclusively, for sleepovers.

Nothing in this clause will preclude the employer from rostering an employee to work shiftwork instead of undertaking sleepovers.

23. Saturday and Sunday work

[Varied by [PR995161](#), [PR713505](#)]

- 23.1** Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26—Shiftwork.

[23.2 substituted by [PR995161](#), [PR713505](#) ppc 01Jul20]

- 23.2** A casual employee who works on a weekend will be paid the following rates:
- (a) between midnight Friday and midnight Saturday – 175% of the ordinary hourly rate; and
 - (b) between midnight Saturday and midnight Sunday – 200% of the ordinary hourly rate.

[23.3 inserted by [PR713505](#) ppc 01Jul20]

23.3 The rates prescribed in clause 23.2 will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b).

24. Breaks

[Varied by [PR995161](#)]

24.1 Meal breaks

- (a) Each 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 duration, to be taken at a mutually agreed time after commencing work.

[24.1(b) varied by [PR994419](#); substituted by [PR995161](#) ppc 23Mar10]

- (b) Where an 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.

24.2 Tea breaks

- (a) 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.
- (b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- (d) Tea breaks will count as time worked.

25. Overtime penalty rates

[Varied by [PR995161](#), [PR994419](#), [PR995661](#), [PR584066](#), [PR723844](#), [PR763212](#)]

25.1 Overtime rates

(a) Full-time employees

[25.1(a) substituted by [PR723844](#) ppc 01Mar21]

- (i) A full-time employee will be paid the following for all work done in addition to their rostered ordinary hours on any day:
 - (A) for all authorised overtime on Monday to Friday, payment will be made at the rate of **150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** after two hours;

Aged Care Award 2010

- (B) for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of **200%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) for all authorised overtime on a public holiday, payment will be made at the rate of **250%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 26.1.

(b) Part-time employees

[25.1(b) renamed by [PR995161](#); renamed and substituted by [PR723844](#) ppc 01Mar21]

- (i) All time worked by a part-time employee in excess of 38 hours per week or 76 per fortnight will be paid at the following rates:
 - (A) Monday to Friday—**150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
 - (B) Saturday and Sunday—**200%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) Public holidays—**250%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) All time worked by a part-time employee which exceeds 10 hours per day, will be paid for at the following rates:
 - (A) Monday to Saturday—**150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
 - (B) Sunday—**200%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) Public holidays—**250%** of the hourly rate (plus any all-purpose allowance payable).
- (iii) All time worked in excess of a part-time employee's rostered hours on any one day (unless an agreement has been entered into under clause 10.3(c)), will be overtime and paid at the rates prescribed by clause 25.1(b)(i).

(c) Casual employees

[25.1(c) varied by [PR995161](#); deleted by [PR584066](#) ppc 22Aug16]

[New 25.1(c) inserted by [PR723844](#) ppc 01Mar21]

- (i) A casual employee will be paid for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:
 - (A) Monday to Friday—**187.5%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **250%** of the hourly rate (plus any all-purpose allowance payable) after two hours;

Aged Care Award 2010

- (B) Saturday and Sunday—**250%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) Public holidays—**312.5%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) A casual employee will be paid the following rates for all time worked in excess of 10 hours per day:
- (A) Monday to Saturday—**187.5%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **250%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
 - (B) Sunday—**250%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) Public holidays—**312.5%** of the hourly rate (plus any all-purpose allowance payable).

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 10.4(b) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for full-time and part-time employees prescribed by clauses 25.1(a) and 25.1(b).

(d) Rest period after overtime

[25.1(d) renumbered as 25.1(c) by [PR584066](#) ppc 22Aug16; 25.1(c) renumbered as 25.1(d) by [PR723844](#) ppc 01Mar21]

- (i) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, 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 rostered ordinary hours occurring during such absence.

[25.1(d)(ii) varied by [PR723844](#) ppc 01Mar21]

- (ii) If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of **200%** of the hourly rate (plus any all-purpose allowance payable) until they are released from duty for such rest period and they 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 such absence.

(e) Recall to work overtime

[25.1(e) renumbered as 25.1(d) by [PR584066](#) ppc 22Aug16; 25.1(d) renumbered as 25.1(e) by [PR723844](#) ppc 01Mar21]

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.

(f) Rest break during overtime

[25.1(f) renumbered as 25.1(e) by [PR584066](#) ppc 22Aug16; 25.1(e) renumbered as 25.1(f) by [PR723844](#) ppc 01Mar21]

- (i) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.

[25.1(f)(ii) varied by [PR994419](#) from 01Jan10]

- (ii) The meals referred to in clause 25.1(f)(i) will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in clause 15.4 will be paid to the employee concerned.

25.2 Time off instead of payment for overtime

[25.2 inserted by [PR584066](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 25.2.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 25.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 25.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:

Aged Care Award 2010

- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 25.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 25.2 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 25.2 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

[Note varied by [PR763212](#) ppc 01Aug23]

Note: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 25.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.2.

26. Shiftwork

[Varied by [PR995161](#)]

26.1 Shift allowances and penalty rates

[26.1 varied by [PR995161](#) ppc 23Mar10]

Employees working afternoon or night shift will be paid the following percentages in addition to the 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 shift commence prior to 6.00 am or finish subsequent to 6.00 pm.

- (a) Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate
- (b) Afternoon shift commencing at 1.00 pm and before 4.00 pm—12.5% of the ordinary hourly rate
- (c) Night shift commencing at 4.00 pm and before 4.00 am—15% of the ordinary hourly rate
- (d) Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate

[26.2 inserted by [PR995161](#) ppc 23Mar10]

26.2 An employee entitled to a shift allowance under clause 26.1, will be paid the shift allowance for the entire shift.

[26.3 inserted by [PR995161](#) ppc 23Mar10]

26.3 For the purposes of clause 26.1, “ordinary hourly rate” means the appropriate weekly rate divided by 38.

27. Higher duties

27.1 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) a full day or shift where the time so worked exceeds two hours.

27A. Requests for flexible working arrangements

[27A inserted by [PR701412](#) ppc 01Dec18; substituted by [PR763212](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 9—Dispute resolution and/or under section 65B of the [Act](#).

Part 6—Leave and Public Holidays

28. Annual leave

[Varied by [PR994419](#), [PR995161](#), [PR997021](#), [PR582952](#)]

[Preamble numbered as 28.1 by [PR994419](#) from 01Jan10]

28.1 Annual leave is provided for in the [NES](#). This clause contains additional provisions.

28.2 Quantum of annual leave

[28.1 renumbered as 28.2 by [PR994419](#) ppc 01Jan10; 28.2 substituted by [PR997021](#) from 01Jan10]

- (a) For the purposes of the [NES](#) a shiftworker is defined as:
- (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 22.2(a); and/or
 - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.

[\(b\)](#) For the purpose of the clause 28.2(a), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

[28.1(c) inserted by [PR995161](#); 28.2(c) deleted by [PR582952](#) ppc 29Jul16]

[\(c\)](#) Clause 28.2 does not apply to an employee subject to clause 28.3.

28.3 Quantum of annual leave—employees previously covered by the Nurses Award 2020

[\(a\)](#) Clause 28.3 only applies to an employee who was covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX.

[\(b\)](#) An employee subject to this clause is entitled to the same quantum of annual leave as if they were covered by the Nurses Award 2020.

NOTE: In addition to the entitlements in the NES, an employee under the Nurses Award 2020 is entitled to an additional week of annual leave on the same terms and conditions **provided in the NES.**

~~28.3~~28.4 Annual leave loading

[28.2 renumbered as 28.3 by [PR994419](#) from 01Jan10]

- (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 rate of pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
- (i) annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

~~28.4~~28.5 Annual leave in advance

[28.4 inserted by [PR582952](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:

Aged Care Award 2010

- (i) state the amount of leave to be taken in advance and the date on which the leave is to be commence; and
- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 28.5 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 28.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.528.6 Cashing out of annual leave

[28.5 inserted by [PR582952](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 28.6 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.6.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.6.

Note 3: An example of the type of agreement required by clause 28.6 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

28.628.7 Excessive leave accruals: general provision

[28.6 inserted by [PR582952](#) ppc 29Jul16]

Note: Clauses 28.7 to 28.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 28.2(a)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

28.728.8 Excessive leave accruals: direction by employer that leave be taken

[28.7 inserted by [PR582952](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

Aged Care Award 2010

- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 28.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

28.828.9 Excessive leave accruals: request by employee for leave

[28.8 inserted by [PR582952](#); substituted by [PR582984](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 28.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 28.8(a) that, when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 28.2(a)) in any period of 12 months.

- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

29. Public holidays

[Varied by [PR995161](#), [PR559823](#), [PR561875](#), [PR713505](#); [PR747559](#)]

[Paragraph numbered as 29.1 by [PR994419](#) from 01Jan10]

29.1 Public holidays are provided for in the [NES](#). This clause contains additional provisions.

29.2 Payment for working on a public holiday

[29.1 renumbered as 29.2 by [PR994419](#) from 01Jan10]

(a) Full-time day workers

[29.2(a) varied by [PR995161](#) ppc 23Mar10; corrected by [PR559823](#) ppc 23Mar10, [PR561875](#) ppc 23Mar10]

A full-time employee who will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or

[29.2(a)(ii) varied by [PR747559](#) ppc 14Nov22]

- (ii) have the same number of hours worked added to their annual leave.

- The election in clauses 29.2(a)(i) and (ii) 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.
- A full-time employee who does not work on a public holiday or part-day public holiday will be paid their ordinary pay for that day or part-day.
- Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been on a public holiday.

(b) Part-time employees

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

- (ii) A part-time employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- payment of an additional sum equal to 150% for hours worked; or
- have the same number of hours worked added to their annual leave.

- (iii) The election in clause 29.2(b)(ii) 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.

Aged Care Award 2010

[29.2(b)(iv) varied by [PR747559](#) ppc 14Nov22]

- (iv) 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 or part-day.
- (v) Payments 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.

[29.2(c) substituted by [PR713505](#) ppc 01Jul20]

(c) Casual employees

- (i) A casual employee will be paid only for those public holidays they work at 275% of the ordinary hourly rate for hours worked.
- (ii) The rates prescribed in clause 29.2(c)(i) will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b) and weekend rates prescribed in clause 23.2.
- (iii) Payments 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.

30. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

30A. Parental leave and related entitlements

[30A inserted by [PR763212](#) ppc 01Aug23]

Parental leave and related entitlements are provided for in the [NES](#).

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 9—Dispute resolution and/or under section 76B of the [Act](#).

31. Community service leave

Community service leave is provided for in the [NES](#).

32. Ceremonial leave

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

33. Family and domestic violence leave

[33—Leave to deal with Family and Domestic Violence renamed and substituted by [PR740267](#); 33—Unpaid family and domestic violence leave renamed and substituted by [PR750406](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

Schedule A—Transitional Provisions

[Sched A inserted by [PR988396](#) ppc 01Jan10; varied by [PR994419](#), [PR503620](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by [PR994419](#) from 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994419](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

Aged Care Award 2010

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.3.1(b) substituted by [PR994419](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

Aged Care Award 2010

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

[A.5.1 substituted by [PR994419](#) from 01Jan10]

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994419](#) from 01Jan10]

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

Aged Care Award 2010

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

[A.6.1 substituted by [PR994419](#) from 01Jan10]

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994419](#) from 01Jan10]

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

[A.6.3 substituted by [PR994419](#) from 01Jan10]

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

Aged Care Award 2010

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

[A.7.1 substituted by [PR994419](#) from 01Jan10]

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994419](#) from 01Jan10]

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503620](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

Aged Care Award 2010

- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Definitions

[Sched A renumbered as Sched B by [PR988396](#); varied by [PR997254](#), [PR713505](#); substituted by [PR751293](#) ppc 30Jun23]

Note: Any dispute about the classification of a particular employee may be referred to the Fair Work Commission in accordance with clause 9 of this award.

B.1 Aged care employee—general

NOTE: Minimum wages for the classifications listed in clause B.1 are provided in clause 14.1, however, as set out in clause 14.2, a higher rate applies for Aged care employee—general—levels 4 to 7 if that employee is the single most senior food services employee engaged by any employer at the facility or site.

B.1.1 Aged care employee—general—level 1

Entry level:

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

An employee at this level:

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

Indicative tasks performed at this level are:

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

B.1.2 Aged care employee—general—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

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

B.1.3 Aged care employee—general—level 3

An employee at this level:

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

Indicative tasks performed at this level are:

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

B.1.4 Aged care employee—general—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;

Aged Care Award 2010

- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services

Senior clerk

Senior receptionist

Maintenance/Handyperson (qualified)

Driver (3 ton and over)

Gardener (trade or TAFE Certificate III or above)

Food services

Senior cook (trade)

B.1.5 Aged care employee—general—level 5

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Secretary interpreter (unqualified)

Food services

Chef

B.1.6 Aged care employee—general—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;

Aged Care Award 2010

- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services
Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

B.1.7 Aged care employee—general—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

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

B.2 Aged care employee—direct care

B.2.1 Aged care employee—direct care—level 1—Introductory

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

B.2.2 Aged care employee—direct care—level 2—Direct Carer

An employee whose primary role is to provide direct care to residents and who has more than 3 months' industry experience as a direct care employee.

B.2.3 Aged care employee—direct care—level 3—Qualified

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

B.2.4 Aged care employee—direct care—level 4—Senior

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support or equivalent and has obtained 4 years' post-qualification industry experience as a direct care employee after XX MONTH 2024 [day the changes take effect].

B.2.5 Aged care employee—direct care—level 5—Specialist

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

B.2.6 Aged care employee—direct care—level 6—Team Leader

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

B.2.1 Aged care employee—direct care—level 1

~~An employee who has less than three months' work experience in the industry and performs basic duties.~~

~~An employee at this level:~~

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

~~Indicative tasks performed at this level are:~~

~~**Personal care**~~

~~No indicative task~~

B.2.2 Aged care employee—direct care—level 2

~~An employee at this level:~~

- ~~• is capable of prioritising work within established routines, methods and procedures;~~
- ~~• is responsible for work performed with a limited level of accountability or discretion;~~
- ~~• works under limited supervision, either individually or in a team;~~

- ~~possesses sound communication skills; and~~
- ~~requires specific on-the-job training and/or relevant skills training or experience.~~

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 1

B.2.3 Aged care employee – direct care – level 3

An employee at this level:

- ~~is capable of prioritising work within established routines, methods and procedures;~~
- ~~is responsible for work performed with a medium level of accountability or discretion;~~
- ~~works under limited supervision, either individually or in a team;~~
- ~~possesses sound communication and/or arithmetic skills; and~~
- ~~requires specific on-the-job training and/or relevant skills training or experience.~~

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 2

Recreational/Lifestyle activities officer (unqualified)

B.2.4 Aged care employee – direct care – level 4

An employee at this level:

- ~~is capable of prioritising work within established policies, guidelines and procedures;~~
- ~~is responsible for work performed with a medium level of accountability or discretion;~~
- ~~works under limited supervision, either individually or in a team;~~
- ~~possesses good communication, interpersonal and/or arithmetic skills;~~
- ~~requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and~~
- ~~in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.~~

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 3

B.2.5 Aged care employee – direct care – level 5

An employee at this level:

Aged Care Award 2010

- ~~is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;~~
- ~~is responsible for work performed with a substantial level of accountability;~~
- ~~works either individually or in a team;~~
- ~~may assist with supervision of others;~~
- ~~may require basic computer knowledge or be required to use a computer on a regular basis;~~
- ~~possesses administrative skills and problem solving abilities;~~
- ~~possesses well developed communication, interpersonal and/or arithmetic skills; and~~
- ~~requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.~~

Indicative tasks performed at this level are:

Personal care

~~Personal care worker grade 4~~

B.2.6—Aged care employee—direct care—level 6

An employee at this level:

~~is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;~~

~~is responsible for work performed with a substantial level of accountability and responsibility;~~

~~works either individually or in a team;~~

~~may require comprehensive computer knowledge or be required to use a computer on a regular basis;~~

~~possesses administrative skills and problem solving abilities;~~

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

~~may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.~~

Indicative tasks performed at this level are:

Personal care

~~No indicative task~~

B.2.7—Aged care employee—direct care—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;~~

Aged Care Award 2010

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

~~Indicative tasks performed at this level are:~~

~~Personal care~~

~~Personal care worker grade 5~~

Schedule C—Supported Wage System

[Sched B renumbered as Sched C by [PR988396](#) ppc 01Jan10]

[Varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542138](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#)]

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[C.2 varied by [PR568050](#) ppc 01Jul15]

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#) ppc 01Jul23]

C.4.2 Provided that the minimum amount payable must be not less than \$102 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR994419](#), [PR542138](#) ppc 04Dec13]

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[C.6.2 varied by [PR994419](#), [PR542138](#) ppc 04Dec13]

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#) ppc 01Jul23]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$102 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—National Training Wage

[Schedule D inserted by [PR994419](#) ppc 1Jan10; varied by [PR997899](#), [PR509049](#), [PR522880](#), [PR536683](#), [PR545787](#), [PR551606](#), [PR566686](#), [PR579779](#); deleted by [PR593814](#) ppc 01Jul17]

[Schedule E—Part-day Public Holidays deleted by [PR747559](#) ppc 14Nov22]

Schedule E—School-based Apprentices

[Schedule F—School based Apprentices inserted by [PR544794](#) ppc 01Jan14; renumbered as Schedule E by [PR747559](#) ppc 14Nov22]

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule F—Agreement to Take Annual Leave in Advance

[Schedule G—Agreement to Take Annual Leave in Advance inserted by [PR582952](#) ppc 29Jul16; renumbered as Schedule F by [PR747559](#) ppc 14Nov22]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____ / ____ /20 ____

Signature of employee: _____

Date signed: ____ / ____ /20 ____

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ____ / ____ /20 ____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____ / ____ /20 ____

Schedule G—Agreement to Cash Out Annual Leave

[Schedule H—Agreement to Cash Out Annual Leave inserted by [PR582952](#) ppc 29Jul16; renumbered as Schedule H by [PR747559](#) ppc 14Nov22]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$ _____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement for Time Off Instead of Payment for Overtime

[Schedule I—Agreement for Time Off Instead of Payment for Overtime inserted by [PR584066](#) ppc 22Aug16; renumbered as Schedule H by [PR747559](#) ppc 14Nov22]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___ / ___ /20 ___ am/pm

Date and time overtime ended: ___ / ___ /20 ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___ / ___ /20 ___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___ / ___ /20 ___

Schedule I—Classification Translation Arrangements

Schedule I specifies the classifications ~~and minimum rates of pay~~ that apply to employees in the Aged care employee—direct care stream classified under the previous classification structure and employees covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] who became covered by this award as a result of PRXXXXXX.

I.1 Translation arrangements for the Aged Care Award 2010

An employee who was classified as an Aged care employee—direct care under the Aged Care Award 2010 on or before XX MONTH 20XX [day before changes take effect] is classified as follows:

<u>Previous classification</u>	<u>Translated classification</u>
<u>Aged care employee—direct care—level 1</u>	<u>Aged care employee—direct care—level 1</u>
<u>Aged care employee—direct care—level 2</u>	<u>Aged care employee—direct care—level 2</u>
<u>Aged care employee—direct care—level 3</u>	
<u>Aged care employee—direct care—level 4</u>	<u>Aged care employee—direct care—level 3*</u>
<u>Aged care employee—direct care—level 5 (without relevant Certificate IV qualification)</u>	<u>Aged care employee—direct care—level 4</u>
<u>Aged care employee—direct care—level 5 (with relevant Certificate IV qualification)</u>	<u>Aged care employee—direct care—level 5</u>
<u>Aged care employee—direct care—level 6</u>	
<u>Aged care employee—direct care—level 7</u>	<u>Aged care employee—direct care—level 6</u>

*NOTE: The requirement for 4 years' post-qualification industry experience at Aged care employee—direct care—level 4 refers only to industry experience acquired after the XX MONTH 20XX [day the changes take effect].

I.2 Translation arrangements for the Nurses Award 2020

(a) ~~Subject to clause I.2(b), a~~An employee who was covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX is classified as follows:

<u>Previous classification</u>	<u>Translated classification</u>
<u>First year if less than 3 months' work experience in the industry</u>	<u>Aged care employee—direct care—level 1</u>
<u>First year if 3 months' or more work experience in the industry</u>	<u>Aged care employee—direct care—level 2</u>
<u>Second year</u>	
<u>Third year</u>	
<u>Experienced (the holder of a relevant Certificate III qualification)</u>	<u>Aged care employee—direct care—level 3</u>

Aged Care Award 2010

(b) For the avoidance of doubt, if an employee described in clause I.2(a) falls within a description in clauses B.2.4–B.2.6 (Aged care employee—direct care—level 4—Senior through to Aged care employee—direct care—level 6—Team Leader), the employee is classified in accordance with whichever of clauses B.2.4–B.2.6 is applicable, rather than in accordance with the table in clause I.2(a).

Aged Care Award 2010

[Schedule X—Additional Measures During the COVID-19 Pandemic inserted by [PR718141](#) ppc 08Apr20; varied by [PR720633](#); corrected by [PR720662](#); varied by [PR721438](#), [PR724065](#), [PR728136](#), [PR736911](#), [PR743810](#), deleted by [PR748510](#) ppc 01Jan23]

[Schedule Y—Industry Specific Measures During the COVID-19 Pandemic deleted by [PR728137](#) ppc 26Mar21]

Nurses Award 2020 – AM2020/99 and ors – Stage 3 markup

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 9 April 2024 ([PR771302](#)).

Clause(s) affected by the most recent variation(s):

18—Superannuation

Table of Contents

[Varied by [PR746868](#), [PR747351](#), [PR750511](#)]

- Part 1— Application and Operation of this Award 3**
- 1. Title and commencement 3
- 2. Definitions 3
- 3. The National Employment Standards and this award 4
- 4. Coverage 4
- 5. Individual flexibility arrangements 6
- 6. Requests for flexible working arrangements 7
- 7. Facilitative provisions 7
- Part 2— Types of Employment and Classifications 8**
- 8. Types of employment 8
- 9. Full-time employees 8
- 10. Part-time employees 9
- 11. Casual employees 9
- 12. Classifications 10
- Part 3— Hours of Work 10**
- 13. Ordinary hours of work and rostering arrangements 10
- 14. Breaks 12
- Part 4— Wages and Allowances 13**
- 15. Minimum rates 13
- 16. Payment of wages 21
- 17. Allowances 22
- 18. Superannuation 24
- Part 5— Overtime and Penalty Rates 26**
- 19. Overtime 26

Nurses Award 2020

20. Shiftwork..... 30

21. Saturday and Sunday work..... 30

Part 6— Leave and Public Holidays..... 31

22. Annual leave..... 31

23. Ceremonial leave..... 36

24. Parental leave and related entitlements 36

25. Personal/carer’s leave and compassionate leave..... 36

26. Community service leave..... 36

27. Family and domestic violence leave 37

28. Public holidays 37

Part 7— Consultation and Dispute Resolution..... 39

29. Consultation about major workplace change 39

30. Consultation about changes to rosters or hours of work 40

31. Dispute resolution 40

Part 8— Termination of Employment and Redundancy 41

32. Termination of employment..... 41

33. Redundancy..... 42

Schedule A —Classification Definitions 44

Schedule B —Summary of Hourly Rates of Pay 56

Schedule C —Summary of Monetary allowances 82

Schedule D —Agreement to Take Annual Leave in Advance..... 85

Schedule E —Agreement to Cash Out Annual Leave 86

Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Nurses Award 2020*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award this does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

[Varied by [PR733887](#), [PR751294](#)]

In this award, unless the contrary intention appears:

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

ADO means accrued day off.

afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day.

[Definition of **aged care employee** inserted by [PR751294](#) ppc 30Jun23]

aged care employee means an employee engaged in the provision of:

- 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; or
- services for an aged person in a private residence.

[Definition of **casual employee** inserted by [PR733887](#) from 27Sep21]

casual employee has the meaning given by section 15A of the [Act](#).

casual hourly rate has the meaning given in clause 11.1.

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

health industry has the meaning given in clause 4.2.

home care nursing assistant means a nursing assistant who is engaged in the provision of services for an aged person in a private residence.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

NES means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the [Act](#).

night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.

[Definition of **standard rate** varied by [PR751294](#) ppc 30Jun23]

standard rate means:

(a) for employees other than aged care employees, the minimum weekly rate for a Registered nurse—other than aged care employee—level 1 Pay point 1 in clause 15.1(c)(i); **and**

(a)(b) for aged care employees means the minimum weekly rate for a Registered nurse—aged care employee—level 1 Pay point 1 in clause 15.2(c)(i).

shiftworker means an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 13.1(a).

3. The National Employment Standards and this award

3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

4.1 This occupational award covers:

Nurses Award 2020

- (a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and
- (b) employers who employ a nurse/midwife, principally engaged in nursing/midwifery duties comprehended by the classifications listed in Schedule A—Classification Definitions.

4.2 Health industry means employers in the business and/or activity of providing health and medical services and who employ nurses and persons who directly assist nurses in the provision of nursing care and nursing services.

4.3 This award does not cover employers who employ nurses in primary or secondary schools.

4.4 This award:

~~(a) does not cover employees working as nursing assistants as defined in clause A.1 in the aged care industry who are aged care employees on the basis that they are engaged in the provision of 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;~~

~~(a)(b) does cover nursing assistants who are aged-care employees on the basis that they are engaged in the provision of services for an aged person in a private residence.~~

4.34.5 This award covers any employer which supplies on-hire employees in classifications set out in Schedule A—Classification Definitions and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.44.6 This award covers employers which provide group training services for trainees engaged in any of the classifications set out in Schedule A—Classification Definitions and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.6 operates subject to the exclusions from coverage in this award.

4.54.7 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.64.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

- 5.7 An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11 An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

[6 substituted by [PR763231](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 31—Dispute resolution and/or under section 65B of the [Act](#).

7. Facilitative provisions

- 7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or

an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
14.2(b)	Paid tea breaks	An individual
16	Payment of wages	An individual or a majority of employees
19.3	Time off instead of payment for overtime	An individual
22.11	Annual leave in advance	An individual
22.12	Cashing out of annual leave	An individual
28.3	Public holiday substitution	An individual
28.6	Additional leave days by mutual agreement	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

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

9. Full-time employees

9.1 A full-time employee is engaged to work:

- (a) 38 hours per week; or
- (b) an average of 38 hours per week in accordance with clause 13.1 of this award.

10. Part-time employees

- 10.1** A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.
- 10.2** Before commencing part-time employment, the employer and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- 10.3** The terms of the agreement in clause 10.2 may be varied by agreement and recorded in writing.
- 10.4** The terms of this award 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.

11. Casual employees

[Varied by [PR733887](#), [PR743421](#)]

[11.1 deleted by [PR733887](#) from 27Sep21]

11.1 Casual loading

[11.2 renumbered as 11.1 by [PR733887](#) from 27Sep21, substituted by [PR743421](#) ppc 11Jul22]

For each ordinary hour worked, a casual employee must be paid the following:

- (a) the minimum hourly rate applicable to their classification and pay point; and
- (b) a loading of **25%** of the minimum hourly rate applicable to their classification and pay point.

This is the casual hourly rate.

[11.3 renumbered as 11.2 by [PR733887](#) from 27Sep21]

- 11.2** When a casual employee works overtime, they must be paid the overtime rates in clause 19.2.

[11.4 renumbered as 11.3 by [PR733887](#) from 27Sep21]

- 11.3** A casual employee will be paid a minimum of 2 hours' pay for each engagement.

[11.5 renumbered as 11.4 by [PR733887](#) from 27Sep21]

- 11.4** A casual employee will be paid shiftwork loadings prescribed in clause 20—Shiftwork calculated on the minimum hourly rate of pay applicable to their classification and pay point (i.e. excluding the casual loading) with the casual loading prescribed in clause 11.1(b) then added to the penalty rate of pay.

11.5 Right to request casual conversion

[11.6 renumbered as 11.15 and renamed and substituted by [PR733887](#) from 27Sep21]

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

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 31—Dispute resolution.

12. Classifications

12.1 A description of the classifications under this award is set out in Schedule A—Classification Definitions.

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

Part 3—Hours of Work

13. Ordinary hours of work and rostering arrangements

13.1 Ordinary hours and roster cycles

(a) **Span of hours—day worker**

Ordinary hours of work for a **day worker** are worked between 6.00 am and 6.00 pm, Monday to Friday.

(b) A **shiftworker** is an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 13.1(a).

(c) The ordinary hours of work for a full-time employee will be:

(i) 38 hours per week; or

(ii) 76 hours per fortnight; or

(iii) 152 hours over 28 days.

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

(e) An accrued day off (ADO) system of work may be implemented where a full-time employee works no more than 19 days in a 4 week period of 152 hours.

(f) Each employee must be free from duty for not less than:

(i) 2 full days in each week; or

(ii) 4 full days in each fortnight; or

Nurses Award 2020

- (iii) 8 full days in each 28-day cycle.
- (g) Where practicable, days off referred to in clause 13.1(f) must be consecutive.
- (h) For the purposes of clauses 13.1(f) and 13.1(g), duty includes time an employee is on-call.
- (i) The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

13.2 Rostering

- (a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- (b) The roster will set out employees' daily ordinary working hours and starting and finishing times.
- (c) The roster will be displayed in a place conveniently accessible to employees at least 7 days before the commencement of the roster period.
- (d) Unless the employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.
- (e) Subject to clause 13.2(f), 7 days' notice of a change of roster will be given by the employer to an employee.
- (f) The employer may alter a roster at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work pursuant to clauses 23—Ceremonial leave, 25—Personal/carer's leave and compassionate leave and 27—Family and domestic violence leave, or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, an alternative day off will be taken at an agreed time.

13.3 Accumulation and taking of accrued days off (ADOs)

- (a) Where a full-time employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 13, the ADO will be taken within 12 months of the date on which the first full ADO accrued.
- (b) With the consent of the employer, ADOs may be accumulated up to a maximum of 5 in any one year.
- (c) An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

13.4 Rest breaks between rostered work

- (a) An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.

Nurses Award 2020

- (b) By mutual agreement between the employer and employee, the 10 hour rest break may be reduced to 8 hours.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of **200%** of the minimum hourly rate applicable to their classification and pay point (or **200%** of the casual hourly rate in the case of a casual employee) until released from duty for such period.

14. Breaks

14.1 Unpaid meal breaks

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes. Such meal break will be taken between the 4th and the 6th hour after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. 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.

14.2 Paid tea breaks

- (a) Every employee will be entitled to a paid 10 minute tea break in each 4 hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, two 10 minute tea breaks may be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

Part 4—Wages and Allowances

15. Minimum rates

[Varied by [PR740715](#), [PR751294](#), [PR762144](#)]

15.1 Minimum rates for employees other than aged care employees

[15.1 substituted by [PR751294](#) ppc 30Jun23]

An employer must pay employees, other than aged care employees, the following minimum rates for ordinary hours worked by the employee.

(a) **Nursing assistant—~~other than home care nursing assistants~~—~~other than aged care employees~~**

[15.2 varied by [PR740715](#); renamed and renumbered as 15.1(a) by [PR751294](#) ppc 30Jun23; 15.1(a) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
1st year	934.20	24.58
2nd year	948.80	24.97
3rd year and thereafter	964.00	25.37
Experienced (the holder of a relevant certificate III qualification)	995.00	26.18

(b) **Enrolled nurses—other than aged care employees**

[15.3 renamed and renumbered as 15.1(b) by [PR751294](#) ppc 30Jun23]

(i) **Student enrolled nurse**

[15.3(a) varied by [PR740715](#); renumbered as 15.1(b)(i) by [PR751294](#) ppc 30Jun23; 15.1(b)(i) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Less than 21 years of age	867.90	22.84
21 years of age and over	910.90	23.97

(ii) **Enrolled nurse**

[15.3(b) varied by [PR740715](#); renumbered as 15.1(b)(ii) by [PR751294](#) ppc 30Jun23; 15.1(b)(ii) varied by [PR762144](#) ppc 01Jul23]

Nurses Award 2020

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 1	1013.40	26.67
Pay point 2	1026.80	27.02
Pay point 3	1040.50	27.38
Pay point 4	1055.50	27.78
Pay point 5	1066.10	28.06

(c) Registered nurses—other than aged care employees

[15.4 renamed and renumbered as 15.1(c) by [PR751294](#) ppc 30Jun23]

(i) Registered nurse—Levels 1–5

[15.4(a) varied by [PR740715](#); renumbered as 15.1(c)(i) by [PR751294](#) ppc 30Jun23; 15.1(c)(i) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Registered nurse—level 1		
Pay point 1	1084.10	28.53
Pay point 2	1106.40	29.12
Pay point 3	1133.50	29.83
Pay point 4	1163.70	30.62
Pay point 5	1199.40	31.56
Pay point 6	1234.10	32.48
Pay point 7	1269.80	33.42
Pay point 8 and thereafter	1302.80	34.28
Registered nurse—level 2		
Pay point 1	1337.40	35.19
Pay point 2	1358.70	35.76
Pay point 3	1382.30	36.38
Pay point 4 and thereafter	1404.90	36.97
Registered nurse—level 3		
Pay point 1	1450.10	38.16
Pay point 2	1476.80	38.86

Nurses Award 2020

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 3	1502.30	39.53
Pay point 4 and thereafter	1529.30	40.24
Registered nurse—level 4		
Grade 1	1655.10	43.56
Grade 2	1773.70	46.68
Grade 3	1877.20	49.40
Registered nurse—level 5		
Grade 1	1670.20	43.95
Grade 2	1758.80	46.28
Grade 3	1877.20	49.40
Grade 4	1994.20	52.48
Grade 5	2199.50	57.88
Grade 6	2406.60	63.33

(ii) Minimum entry rate

[15.4(b) varied by [PR740715](#); renumbered as 15.1(c)(ii) by [PR751294](#) ppc 30Jun23; 15.1(c)(ii) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
4 year degree ¹	1132.10	29.79
Masters degree ¹	1171.10	30.82

¹ Progression from these entry rates will be to level 1—Registered nurse pay point 4 and 5 respectively.

Nurses Award 2020

(d) Nurse practitioner—other than aged care employees

[15.5 varied by [PR740715](#); renamed and renumbered as 15.1(d) by [PR751294](#) ppc 30Jun23; 15.1(d) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
1st year	1668.70	43.91
2nd year	1718.30	45.22

(e) Occupational health nurses

[15.6 varied by [PR740715](#); renumbered as 15.1(e) by [PR751294](#) ppc 30Jun23; 15.1(e) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Occupational health nurse—level 1		
Pay point 1	1163.70	30.62
Pay point 2	1199.40	31.56
Pay point 3	1234.10	32.48
Pay point 4	1269.80	33.42
Pay point 5	1302.80	34.28
Occupational health nurse—level 2		
Pay point 1	1337.40	35.19
Pay point 2	1358.70	35.76
Pay point 3	1382.30	36.38
Pay point 4	1404.90	36.97
Senior occupational health clinical nurse	1404.90	36.97
Occupational health nurse—level 3		
Pay point 1	1450.10	38.16
Pay point 2	1476.80	38.86
Pay point 3	1502.30	39.53
Pay point 4 and thereafter	1529.30	40.24

Nurses Award 2020

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

15.2 Minimum rates for aged care employees

[New 15.2 inserted by [PR751294](#) ppc 30Jun23]

An employer must pay aged care employees, as defined in clause 2—Definitions, the following minimum rates for ordinary hours worked by the employee.

~~(a) Nursing assistant—aged care employees~~

[15.2(a) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
1st year	1074.30	28.27
2nd year	1091.10	28.71
3rd year and thereafter	1108.60	29.17
Experienced (the holder of a relevant certificate III qualification)	1144.20	30.11

(a) Nursing assistant—home care nursing assistants

<u>Employee classification</u>	<u>Minimum weekly rate (full-time employee)</u>	<u>Minimum hourly rate</u>
	<u>\$</u>	<u>\$</u>
<u>1st year</u>	<u>1149.10</u>	<u>30.24</u>
<u>2nd year</u>	<u>1167.10</u>	<u>30.71</u>
<u>3rd year and thereafter</u>	<u>1185.80</u>	<u>31.21</u>
<u>Experienced (the holder of a relevant certificate III qualification)</u>	<u>1223.90</u>	<u>32.21</u>

Nurses Award 2020

(b) Enrolled Nurses—aged care employees

(i) Student enrolled nurse

[15.2(b)(i) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Less than 21 years of age	1174.00 <u>998.10</u>	30.89 <u>26.27</u>
21 years of age and over	1232.20 <u>1047.60</u>	32.43 <u>27.57</u>

(ii) Enrolled nurse

[15.2(b)(ii) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 1	1370.80 <u>1165.40</u>	36.07 <u>30.67</u>
Pay point 2	1389.00 <u>1180.90</u>	36.55 <u>31.08</u>
Pay point 3	1407.50 <u>1196.60</u>	37.04 <u>31.49</u>
Pay point 4	1427.70 <u>1213.80</u>	37.57 <u>31.94</u>
Pay point 5	1442.10 <u>1226.00</u>	37.95 <u>32.26</u>

(c) Registered nurses—aged care employees

(i) Registered nurse—Levels 1–5

[15.2(c)(i) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Registered nurse—level 1		
Pay point 1	1470.80 <u>1246.80</u>	38.71 <u>32.81</u>
Pay point 2	1500.90 <u>1272.30</u>	39.50 <u>33.48</u>
Pay point 3	1537.80 <u>1303.60</u>	40.47 <u>34.31</u>
Pay point 4	1578.70 <u>1338.30</u>	41.54 <u>35.22</u>

Nurses Award 2020

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 5	<u>1627.10</u> <u>1379.30</u>	<u>42.82</u> <u>36.30</u>
Pay point 6	<u>1674.30</u> <u>1419.30</u>	<u>44.06</u> <u>37.35</u>
Pay point 7	<u>1722.70</u> <u>1460.30</u>	<u>45.33</u> <u>38.43</u>
Pay point 8 and thereafter	<u>1767.50</u> <u>1498.30</u>	<u>46.51</u> <u>39.43</u>
Registered nurse—level 2		
Pay point 1	<u>1814.30</u> <u>1538.00</u>	<u>47.74</u> <u>40.47</u>
Pay point 2	<u>1843.20</u> <u>1562.50</u>	<u>48.51</u> <u>41.12</u>
Pay point 3	<u>1875.20</u> <u>1589.60</u>	<u>49.35</u> <u>41.83</u>
Pay point 4 and thereafter	<u>1905.90</u> <u>1615.60</u>	<u>50.16</u> <u>42.52</u>
Registered nurse—level 3		
Pay point 1	<u>1967.30</u> <u>1667.70</u>	<u>51.77</u> <u>43.89</u>
Pay point 2	<u>2003.40</u> <u>1698.30</u>	<u>52.72</u> <u>44.69</u>
Pay point 3	<u>2038.00</u> <u>1727.60</u>	<u>53.63</u> <u>45.46</u>
Pay point 4 and thereafter	<u>2074.50</u> <u>1758.60</u>	<u>54.59</u> <u>46.28</u>
Registered nurse—level 4		
Grade 1	<u>2245.40</u> <u>1903.40</u>	<u>59.09</u> <u>50.09</u>
Grade 2	<u>2406.30</u> <u>2039.80</u>	<u>63.32</u> <u>53.68</u>
Grade 3	<u>2546.60</u> <u>2158.80</u>	<u>67.02</u> <u>56.81</u>
Registered nurse—level 5		
Grade 1	<u>2265.80</u> <u>1920.70</u>	<u>59.63</u> <u>50.54</u>
Grade 2	<u>2386.10</u> <u>2022.70</u>	<u>62.79</u> <u>53.23</u>
Grade 3	<u>2546.60</u> <u>2158.80</u>	<u>67.02</u> <u>56.81</u>
Grade 4	<u>2705.40</u> <u>2293.40</u>	<u>71.19</u> <u>60.35</u>
Grade 5	<u>2983.80</u> <u>2529.40</u>	<u>78.52</u> <u>66.56</u>
Grade 6	<u>3264.80</u> <u>2767.60</u>	<u>85.92</u> <u>72.83</u>

(ii) Minimum entry rate

[15.2(c)(ii) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
4-year degree⁺	1301.90	34.26
Masters degree ¹	1588.60 1346.70	41.81 35.44

¹ Progression from ~~these~~this entry rates will be to level 1—Registered nurse pay point ~~4 and 5~~respectively.

(d) Nurse practitioner—aged care employees

[15.2(d) varied by [PR762144](#) ppc 01Jul23]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
1st year	2263.80 1919.00	59.57 50.50
2nd year	2331.00 1976.00	61.34 52.00

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

15.3 Progression through pay points

[15.7 renumbered as 15.3 by [PR751294](#) ppc 30Jun23]

- (a)** Progression will be:
 - (i)** for full-time employees – by annual movement; or
 - (ii)** for part-time or casual employees – 1786 hours of experience.
- (b)** Progression to the next pay point for all classifications for which there is more than one pay point will have regard to:
 - (i)** the acquisition and use of skills described in the definitions contained in Schedule A—Classification Definitions; and
 - (ii)** knowledge gained through experience in the practice settings over such a period.

15.4 Higher duties

[15.8 renumbered as 15.4 by [PR751294](#) ppc 30Jun23]

- (a) An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed for 3 days or more will be paid at the higher classification rate.
- (b) Higher duties allowance does not apply to Registered nurse levels 4 and 5.

16. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 16.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 16.2 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.
- 16.3 **Payment on termination of employment**

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages owing for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee, including under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued

long service leave on the day on which the employee’s employment terminates or shortly after.

17. Allowances

[Varied by [PR740715](#), [PR740883](#), [PR762144](#), [PR762307](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

17.1 Employers must pay to an employee the allowances the employee is entitled to under clause 17.

Allowances under clause 17 do not apply to employees classified at Registered nurse levels 4 or 5.

NOTE: See Schedule C—Summary of Monetary allowances for a summary of monetary allowances and method of adjustment.

17.2 Wage-related allowances

(a) On-call allowance for employees other than aged care employees

[17.2(a)(i) varied by [PR740715](#), [PR762144](#) ppc 01Jul23]

- (i) An on-call allowance is paid to an employee other than an aged care employee who is required by the employer to be on-call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts:

Between rostered shifts or ordinary hours on:	\$ per 24-hour period or part thereof
Monday to Friday inclusive	25.48
Saturday	38.38
Sunday, public holiday or non-rostered day	44.77

- (ii) For the purpose of clause 17.2(a) the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

(b) On-call allowance for aged care employees

- (i) An on-call allowance is paid to an aged care employee who is required by the employer to be on-call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts:

Nurses Award 2020

<u>Between rostered shifts or ordinary hours on:</u>	<u>\$ per 24-hour period or part thereof</u>
<u>Monday to Friday inclusive</u>	<u>34.61</u>
<u>Saturday</u>	<u>52.13</u>
<u>Sunday, public holiday or non-rostered day</u>	<u>60.82</u>

(ii) For the purpose of clause 17.2(b) the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

17.3 Expense-related allowances

(a) Clothing and equipment

(i) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.

(ii) Uniform allowance

Instead of the provision of such uniforms, the employer may pay an employee a uniform allowance of:

- \$1.23 per shift or part thereof on duty; or
- \$6.24 per week,

whichever is the lesser amount.

(iii) Laundry allowance

Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of:

- \$0.32 per shift or part thereof on duty; or
- \$1.49 per week,

whichever is the lesser amount.

(iv) 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 4 weeks immediately preceding the taking of leave.

(b) Meal allowances

[17.3(b)(i) varied by [PR740883](#), [PR762307](#) ppc 01Jul23]

- (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, an employee will be:
- supplied with an adequate meal where an employer has adequate cooking and dining facilities; or
 - paid a meal allowance of **\$15.20**.

[17.3(b)(ii) varied by [PR740883](#), [PR762307](#) ppc 01Jul23]

- (ii) In addition to the allowance provided for in clause 17.3(b)(i), where overtime work exceeds 4 hours a further meal allowance of **\$13.70** will be paid.
- (iii) Clauses 17.3(b)(i) and 17.3(b)(ii) will not apply when an employee could reasonably return home for a meal within the meal break.
- (iv) On request the meal allowance will be paid on the same day as overtime is worked.

(c) Travelling, transport and fares

[17.3(c)(i) varied by [PR740883](#), [PR762307](#) ppc 01Jul23]

- (i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **\$0.96** per kilometre.
- (ii) When an employee is involved in travelling on duty, and 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.
- (iii) The employee will not be entitled to reimbursement for expenses referred to in clause 17.3(c)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

18. Superannuation

[Varied by [PR771302](#)]

18.1 Superannuation legislation

[18.1 substituted by [PR771302](#) ppc 09Apr24]

- (a) The [NES](#) and 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), deal with the superannuation rights and obligations of employers and employees.

- (b) The rights and obligations in clause 18 supplement those in superannuation legislation and the [NES](#).

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

18.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

18.3 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 18.2.
- (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 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

[18.4 varied by [PR771302](#) ppc 09Apr24]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 18.2 and pay any amount authorised under clauses 18.3(a) or 18.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);
- (d) Catholic Super (CSF);
- (e) Mercy Super;
- (f) Sunsuper;
- (g) Tasplan;
- (h) CareSuper;
- (i) NGS Super;
- (j) 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 superannuation scheme; or
- (k) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime and Penalty Rates

19. Overtime

[Varied by [PR734867](#), [PR763231](#)]

19.1 Overtime rates—full-time and part-time employees

- (a) Hours worked by full-time and part-time employees in excess of the ordinary hours on any day or shift prescribed in clause 13—Ordinary hours of work are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—**150%** of the minimum hourly rate applicable to their classification and pay point for the first 2 hours and **200%** after 2 hours;

Nurses Award 2020

- (ii) Sunday—**200%** of the minimum hourly rate applicable to their classification and pay point; and
 - (iii) Public holidays—**250%** of the minimum hourly rate applicable to their classification and pay point.
- (b) Overtime rates as prescribed in clause 19.1(a) do not apply to Registered nurse levels 4 and 5.
- (c) Overtime rates under clause 19 will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates prescribed in clause 20—Shiftwork and clause 21—Saturday and Sunday work.
- (d) **Part-time employees**

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 19.1(a).

19.2 Overtime rates—casual employees

- (a) Hours worked by casual employees in excess of the ordinary hours on any day or shift prescribed in clause 13—Ordinary hours of work are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—**150%** of the casual hourly rate for the first 2 hours and **200%** after 2 hours;
 - (ii) Sunday—**200%** of the casual hourly rate; and
 - (iii) Public holidays—**250%** of the casual hourly rate.

[19.2(b) varied by [PR734867](#) ppc 14Oct21]

- (b) Overtime rates as prescribed in clause 19.2(a) do not apply to Registered nurse levels 4 and 5.
- (c) Overtime rates under clause 19 will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates prescribed in clause 20—Shiftwork and clause 21—Saturday and Sunday work.

19.3 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 19.3 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate applicable to their classification and pay point (**150%** of the casual hourly rate in the case of a casual employee) is entitled to 3 hours' time off.

- (c) Time off must be taken:

Nurses Award 2020

- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.3(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.3 will apply for overtime that has been worked.

[Note varied by [PR763231](#) ppc 01Aug23]

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the [Act](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.3.

19.4 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Nurses Award 2020

- (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 **200%** of the minimum hourly rate applicable to their classification and pay point (or **200%** of the casual hourly rate in the case of a casual employee) 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.

19.5 Paid rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue to work after the break.

19.6 Recall to work when on-call

- (a) An employee who is required to be on-call and who is recalled to work at the workplace will be paid for a minimum of 3 hours' work at the appropriate overtime rate.
- (b) An employee who is required to be on-call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

19.7 Recall to work when not on-call

- (a) An employee who is not required to be on-call and who is recalled to work at the workplace after leaving the employer's premises will be paid for a minimum of 3 hours' work at the appropriate overtime rate.
- (b) An employee who is not required to be on-call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- (c) Except as provided in clause 19.7(d) the time spent travelling to and from the place of duty will be deemed to be time worked.
- (d) Where an employee is recalled within 3 hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (e) An employee who is recalled to work will not be obliged to work for 3 hours if the work for which the employee was recalled is completed within a shorter period.
- (f) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

19.8 On-call allowance

An employee who is required to be on-call may be entitled to an allowance in accordance with clause ~~17.2-17.2(a)~~.

20. Shiftwork

20.1 For the purposes of clause 20:

- (a) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
- (b) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

20.2 Shiftwork loading

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of **12.5%** of the minimum hourly rate applicable to their classification and pay point.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of **15%** of the minimum hourly rate applicable to their classification and pay point.
- (c) The provisions of clause 20 do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) The shiftwork loadings prescribed in clause 20 will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the payment prescribed by clause 21—Saturday and Sunday work and clause 28—Public holidays applies.
- (e) The provisions of clause 20 will not apply to Registered nurse levels 4 and 5.

21. Saturday and Sunday work

21.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid **150%** of the minimum hourly rate applicable to their classification and pay point (**150%** of the casual hourly rate in the case of casual employees) for the hours worked during this period.

21.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid **175%** of the minimum hourly rate applicable to their classification and pay point (**175%** of the casual hourly rate in the case of a casual employee) for the hours worked during this period.

Part 6—Leave and Public Holidays

22. Annual leave

[Varied by [PR751057](#)]

22.1 Annual leave is provided for in the [NES](#).

22.2 Quantum of annual leave

- (a) In addition to the entitlements in the [NES](#), an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) A **shiftworker**, for the purposes of the additional week's annual leave provided by the [NES](#), is an employee who:
 - (i) is regularly rostered over 7 days of the week; and
 - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 22.2(b) above is entitled to 5 weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 22.2(b) above is entitled to 6 weeks of paid annual leave for each year of service with their employer.

22.3 Payment for annual leave

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

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

22.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 22, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

22.5 Annual leave loading

For the period of annual leave in addition to their ordinary pay:

- (a) an employee, other than a shiftworker, will be paid an annual leave loading of **17.5%** of their ordinary pay on a maximum of 152 hours/4 weeks' annual leave per annum;
- (b) a shiftworker 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.

22.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

22.7 Direction to take annual leave during shutdown – medical practices

[22.7 renamed and substituted by [PR751057](#) ppc 01May23]

- (a) Clause 22.7 applies if an employer:
 - (i) intends to shut down all or part of its operation for a particular period (**temporary shutdown period**); and
 - (ii) wishes to require affected employees to take paid annual leave during that period.
- (b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.
- (c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 22.7(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- (d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.
- (e) A direction by the employer under clause 22.7(d):
 - (i) must be in writing; and
 - (ii) must be reasonable.
- (f) The employee must take paid annual leave in accordance with a direction under clause 22.7(d).
- (g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 22.7(d), an employer and employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown.
- (h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 22.11.
- (i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 22.11, to which an entitlement has not been accrued, is to be taken into account.

- (j) Clauses 22.8 to 22.10 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 22.7.

22.8 Excessive leave accruals: general provision

NOTE: Clauses 22.8 to 22.10 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker, as defined by clause 22.2(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.9 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.8(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 22.9(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.8, 22.9 or 22.10 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 22.9(a) that is in effect.

- (d) An employee to whom a direction has been given under clause 22.9(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 22.9(d) may result in the direction ceasing to have effect. See clause 22.9(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.8(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 22.10(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 22.9(a) that, when any other paid annual leave arrangements (whether made under clause 22.8, 22.9 or 22.10 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 22.10(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.8, 22.9 or 22.10 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 22.10(a) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker, as defined by clause 22.2(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 22.10(a).

22.11 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 22.11 is set out at Schedule D—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.11 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.11, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.12.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.12 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.12 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.12.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.12.

NOTE 3: An example of the type of agreement required by clause 22.12 is set out at Schedule E—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Cash Out Annual Leave.

23. Ceremonial leave

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

24. Parental leave and related entitlements

[24 varied by [PR763231](#) ppc 01Aug23]

Parental leave and related entitlements are provided for in the [NES](#).

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 31—Dispute resolution and/or under section 76B of the [Act](#).

25. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

26. Community service leave

Community service leave is provided for in the [NES](#).

27. Family and domestic violence leave

[27—Unpaid family and domestic violence leave renamed and substituted by [PR750511](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

28. Public holidays

[Varied by [PR743421](#), [PR747351](#)]

28.1 Public holiday entitlements are provided for in the [NES](#).

28.2 Payment for work done on public holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at:
 - (i) For a full-time and part-time employee, **200%** of the minimum hourly rate applicable to their classification and pay point.
 - (ii) For a casual employee, **200%** of the casual hourly rate.
- (b) Businesses that operate 7 days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the [NES](#) with the Saturday or Sunday payment (as appropriate) plus an additional loading of **50%** of the employee's minimum hourly rate applicable to their classification and pay point (or **50%** of the casual hourly rate in the case of a casual employee) for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of **50%** of the employee's minimum hourly rate applicable to their classification and pay point (or **50%** of the casual hourly rate in the case of a casual employee) for the hours worked on that day instead of the rate referred to in clause 28.2(a).

28.3 Public holiday substitution

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

28.4 Public holidays occurring on rostered days off

[Paragraph in 28.4 renumbered as 28.4(a) by [PR747351](#) ppc 14Nov22]

- (a) All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday employees.

[28.4(b) inserted by [PR747351](#) ppc 14Nov22]

- (b) If a public holiday is a part-day public holiday, then clause 28.4(a) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

28.5 Accrued days off on public holidays

[28.5 varied by [PR743421](#), substituted by [PR747351](#) ppc 14Nov22]

Where an employee's accrued day off falls on a public holiday, another day or part-day, determined by the employer, will be taken instead. Where practical the alternative day or part-day off will be taken within the same 4 or 5 week work cycle.

28.6 Additional leave days by mutual agreement

- (a) Instead of being paid **200%** of the minimum hourly rate applicable to their classification and pay point under clause 28.2(a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave. This leave may be taken in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 28.6(a) will be at the employee's ordinary rate of pay, excluding shiftwork loadings and/or weekend penalty rates and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with 28.6(a) will be by mutual agreement between the employer and employee, provided that such agreement will not be unreasonably withheld.
- (d) Subject to clause 28.6(e), any untaken additional days accrued as leave in accordance with clause 28.6(a) will be paid out to the employee upon termination of employment.
- (e) Any additional days accrued as leave in accordance with clause 28.6(a) will not be considered annual or personal/carer's leave for any purpose.
- (f) Clause 28.6 will not apply to casual employees.

[28.7 deleted by [PR747351](#) ppc 14Nov22]

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

29.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

29.2 For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

29.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).

29.5 In clause 29 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) 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.

29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

30.1 Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

30.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

30.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

30.4 The employer must consider any views given under clause 30.3(b).

30.5 Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

[Varied by [PR763231](#)]

31.1 Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

31.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

31.3 If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

31.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

Nurses Award 2020

- 31.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.
- 31.8** While procedures are being followed under clause 31 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
 - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

[Note 1 inserted by [PR763231](#) ppc 01Aug23]

NOTE 1: In addition to clause 31, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request flexible working arrangements is contained in section 65B of the [Act](#).

[Note 2 inserted by [PR763231](#) ppc 01Aug23]

NOTE 2: In addition to clause 31, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request an extension to unpaid parental leave is contained in section 76B of the [Act](#).

Part 8—Termination of Employment and Redundancy

32. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

32.1 Notice of termination by an employee

- (a)** Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).

- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(d).
- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

Schedule A—Classification Definitions

A.1 Nursing assistant

Nursing assistant means an employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered nurse (RN) nurse and whose employment is solely to assist an RN or Enrolled nurse (EN) in the provision of nursing care to persons.

A.2 Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in clause A.5.
- For the purposes of this award nursing care also includes care provided by midwives.

A.3 Student enrolled nurse

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

A.4 Enrolled nurses

A.4.1 Enrolled nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
 - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**
 - The employee has limited or no practical experience of current situations; and

Nurses Award 2020

- The employee exercises limited discretionary judgment, not yet developed by practical experience.

A.4.2 Enrolled nurse—pay point 2

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

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

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

A.4.3 Enrolled nurse—pay point 3

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

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

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

Nurses Award 2020

- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.4.4 Enrolled nurse—pay point 4

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

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

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

A.4.5 Enrolled nurse—pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

A.5 Registered nurses

A.5.1 Registered nurse—level 1 (RN1)

- (a)** An employee at this level performs their duties:
- (i)** according to their level of competence; and
 - (ii)** under the general guidance of, or with general access to, a more competent registered nurse (RN) who provides work related support and direction.
- (b)** An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - accepting accountability for the employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

A.5.2 Registered nurse—level 2 (RN2)

- (a)** An employee at this level:
- (i)** holds any other qualification required for working in the employee's particular practice setting; and

Nurses Award 2020

- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause A.5.2 on a continuing basis.
- (b) An employee at this level may also be known as a Clinical nurse.
- (c) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a **Clinical nurse** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A.5.3 Registered nurse—level 3 (RN3)

- (a) An employee at this level:
 - (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in clause A.5.3 on a continuing basis.
- (b) An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.
- (c) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
 - (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff and patient/client education;

Nurses Award 2020

- staff selection, management, development and appraisal;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
 - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- (ii) Duties of a **Nurse manager** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff selection and education;
 - allocation and rostering of staff;
 - occupational health;
 - initiation and evaluation of research related to staff and resource management;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
 - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a **Nurse educator** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;

Nurses Award 2020

- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

A.5.4 Registered nurse—level 4 (RN4)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause A.5.4 on a continuing basis.
- (b) An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).
- (c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause A.5.4. In this connection the number of beds in a facility will be a relevant consideration.
- (d) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;

Nurses Award 2020

- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
 - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - being accountable for clinical operational planning and decision making for a specified span of control; and
 - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
- (ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nursing management research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
 - being accountable for the effective and efficient management of human and material resources within a specified span of control;
 - being accountable for the development and coordination of nursing management systems within a specified span of control; and
 - being accountable for the structural elements of quality assurance for a specified span of control.
- (iii) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nurse education research projects;

Nurses Award 2020

- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

A.5.5 Registered nurse level 5—(RN5)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause A.5.5 on a continuing basis.
- (b) An employee at this level may also be known as a Director of nursing.
- (c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause A.5.5. In this connection the number of beds in a facility will be a relevant consideration.
- (d) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;

Nurses Award 2020

- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

A.6 Occupational health nurses

The duties and responsibilities of Occupational health nurses include, but are not necessarily confined to:

- the maintenance of appropriate records relating to the activities of the occupational health unit and services to clients;
- the rehabilitation of injured workers;
- preventative action in relation to occupational hazards that may lead to injury and/or illness;
- immediate and continuing treatment of occupational injuries and/or illness;
- health promotion; and
- the counselling of clients on health related matters.

A.6.1 Occupational health nurse—level 1

An employee at this level:

- (a) is an RN with at least 4 years post registration experience; and
- (b) performs duties in relation to occupational health consistent with:
 - giving direct nursing care to a group of clients;
 - assessing nursing care needs of clients; and
 - participating in provision of education to clients.

A.6.2 Occupational health clinical nurse—level 2

- (a) An employee at this level:
 - (i) is an RN with at least 4 years post registration experience; and
 - (ii) performs duties in connection with occupational health which are more complex than the duties performed by an Occupational health nurse level 1.
- (b) Appointment to level 2 of this salary structure is only upon successful completion of a relevant post-registration qualification to this field of employment.

Nurses Award 2020

- (c) Payment at this level will commence when the employer receives reasonable proof from the employee that the qualification has been obtained. The onus of proof rests with the employee.
- (d) The duties of an employee at this level may include, but are not necessarily confined to:
 - the prevention of injury/illness;
 - rehabilitation; and
 - occupational hazard identification.

A.6.3 Senior occupational health clinical nurse

An employee at this level is an RN with at least 5 years post registration experience who:

- coordinates the occupational health nursing service; and
- provides support and direction to 4 or less Occupational health nurses and/or Occupational health clinical nurses.

A.6.4 Occupational health nurse consultant—level 3

An employee at this level is an RN with at least 5 years post registration experience who:

- coordinates the Occupational health nursing services; and
- provides support and direction to 5 or more Occupational nurses and/or Occupational health clinical nurses.

A.7 Nurse Practitioner

- (a) A Nurse practitioner:
 - (i) is a registered nurse/midwife appointed to the role;
 - (ii) has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.
- (b) A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

A.7.2 Role of a licensed Nurse practitioner

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

Nurses Award 2020

- (b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

A.7.3 Scope of practice

- (a) The scope of practice of the Nurse practitioner is determined by the context in which:
 - (i) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
 - (ii) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.
- (b) 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.
- (c) Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

Schedule B—Summary of Hourly Rates of Pay

[Varied by [PR740715](#), [PR751294](#), [PR762144](#)]

B.1 Summary of hourly rates of pay for employees other than aged care employees

[New B.1 inserted by [PR751294](#) ppc 30Jun23]

B.1.1 Nursing assistant—~~other than home care nursing assistants~~—~~other than aged care employees~~

[B.1 renamed and renumbered as B.1.1 by [PR751294](#) ppc 30Jun23]

(a) Full-time and part-time employees—ordinary and penalty rates

[B.1.1 varied by [PR740715](#); renumbered as B.1.1(a) by [PR751294](#) ppc 30Jun23; B.1.1(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	24.58	27.65	28.27	36.87	43.02	49.16
2nd year	24.97	28.09	28.72	37.46	43.70	49.94
3rd year and thereafter	25.37	28.54	29.18	38.06	44.40	50.74
Experienced (the holder of a relevant certificate III qualification)	26.18	29.45	30.11	39.27	45.82	52.36

(b) Full-time and part-time employees—overtime rates

[B.1.2 varied by [PR740715](#); renumbered as B.1.1(b) by [PR751294](#) ppc 30Jun23; B.1.1(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	36.87	49.16	49.16	61.45
2nd year	37.46	49.94	49.94	62.43
3rd year and thereafter	38.06	50.74	50.74	63.43

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Experienced (the holder of a relevant certificate III qualification)	39.27	52.36	52.36	65.45

(c) Casual employees—ordinary and penalty rates

[B.1.3 varied by [PR740715](#); renumbered as B.1.1(c) by [PR751294](#) ppc 30Jun23; B.1.1(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	30.73	33.80	34.41	46.10	53.78	61.46
2nd year	31.21	34.33	34.96	46.82	54.62	62.42
3rd year and thereafter	31.71	34.88	35.52	47.57	55.49	63.42
Experienced (the holder of a relevant certificate III qualification)	32.73	36.00	36.65	49.10	57.28	65.46

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

Nurses Award 2020

B.1.2 Enrolled nurses—other than aged care employees

[B.2 renamed and renumbered as B.1.2 by [PR751294](#) ppc 30Jun23]

(a) Full-time and part-time employees—ordinary and penalty rates

[B.2.1 varied by [PR740715](#); renumbered as B.1.2(a) by [PR751294](#) ppc 30Jun23; B.1.2(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Student enrolled nurse						
Less than 21 years	22.84	25.70	26.27	34.26	39.97	45.68
21 years and over	23.97	26.97	27.57	35.96	41.95	47.94
Enrolled nurse						
Pay point 1	26.67	30.00	30.67	40.01	46.67	53.34
Pay point 2	27.02	30.40	31.07	40.53	47.29	54.04
Pay point 3	27.38	30.80	31.49	41.07	47.92	54.76
Pay point 4	27.78	31.25	31.95	41.67	48.62	55.56
Pay point 5	28.06	31.57	32.27	42.09	49.11	56.12

(b) Full-time and part-time employees—overtime rates

[B.2.2 varied by [PR740715](#); renumbered as B.1.2(b) by [PR751294](#) ppc 30Jun23; B.1.2(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Student enrolled nurse				
Less than 21 years	34.26	45.68	45.68	57.10
21 years and over	35.96	47.94	47.94	59.93
Enrolled nurse				
Pay point 1	40.01	53.34	53.34	66.68
Pay point 2	40.53	54.04	54.04	67.55

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Pay point 3	41.07	54.76	54.76	68.45
Pay point 4	41.67	55.56	55.56	69.45
Pay point 5	42.09	56.12	56.12	70.15

(c) Casual employees—ordinary and penalty rates

[B.2.3 varied by [PR740715](#); renumbered as B.1.2(c) by [PR751294](#) ppc 30Jun23; B.1.2(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Student enrolled nurse						
Less than 21 years	28.55	31.41	31.98	42.83	49.96	57.10
21 years and over	29.96	32.96	33.56	44.94	52.43	59.92
Enrolled nurse						
Pay point 1	33.34	36.67	37.34	50.01	58.35	66.68
Pay point 2	33.78	37.15	37.83	50.67	59.12	67.56
Pay point 3	34.23	37.65	38.33	51.35	59.90	68.46
Pay point 4	34.73	38.20	38.89	52.10	60.78	69.46
Pay point 5	35.08	38.58	39.28	52.62	61.39	70.16

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

Nurses Award 2020

B.1.3 Registered nurses—other than aged care employees

[B.3 renamed and renumbered as B.1.3 by [PR751294](#) ppc 30Jun23]

(a) Full-time and part-time employees—ordinary and penalty rates

[B.3.1 varied by [PR740715](#); renumbered as B.1.3(a) by [PR751294](#) ppc 30Jun23; B.1.3(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse—level 1						
Pay point 1	28.53	32.10	32.81	42.80	49.93	57.06
Pay point 2	29.12	32.76	33.49	43.68	50.96	58.24
Pay point 3	29.83	33.56	34.30	44.75	52.20	59.66
Pay point 4	30.62	34.45	35.21	45.93	53.59	61.24
Pay point 5	31.56	35.51	36.29	47.34	55.23	63.12
Pay point 6	32.48	36.54	37.35	48.72	56.84	64.96
Pay point 7	33.42	37.60	38.43	50.13	58.49	66.84
Pay point 8 and thereafter	34.28	38.57	39.42	51.42	59.99	68.56
Registered nurse—level 2						
Pay point 1	35.19	39.59	40.47	52.79	61.58	70.38
Pay point 2	35.76	40.23	41.12	53.64	62.58	71.52
Pay point 3	36.38	40.93	41.84	54.57	63.67	72.76
Pay point 4 and thereafter	36.97	41.59	42.52	55.46	64.70	73.94
Registered nurse—level 3						
Pay point 1	38.16	42.93	43.88	57.24	66.78	76.32
Pay point 2	38.86	43.72	44.69	58.29	68.01	77.72
Pay point 3	39.53	44.47	45.46	59.30	69.18	79.06
Pay point 4 and thereafter	40.24	45.27	46.28	60.36	70.42	80.48

Nurses Award 2020

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse—level 4¹						
Grade 1	43.56	–	–	65.34	76.23	87.12
Grade 2	46.68	–	–	70.02	81.69	93.36
Grade 3	49.40	–	–	74.10	86.45	98.80
Registered nurse—level 5¹						
Grade 1	43.95	–	–	65.93	76.91	87.90
Grade 2	46.28	–	–	69.42	80.99	92.56
Grade 3	49.40	–	–	74.10	86.45	98.80
Grade 4	52.48	–	–	78.72	91.84	104.96
Grade 5	57.88	–	–	86.82	101.29	115.76
Grade 6	63.33	–	–	95.00	110.83	126.66
Minimum entry rates						
4 year degree	29.79	33.51	34.26	44.69	52.13	59.58
Masters degree	30.82	34.67	35.44	46.23	53.94	61.64

¹ Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

(b) Full-time and part-time employees—overtime rates

[B.3.2 varied by [PR740715](#); renumbered as B.1.3(b) by [PR751294](#) ppc 30Jun23; B.1.3(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Registered nurse—level 1				
Pay point 1	42.80	57.06	57.06	71.33
Pay point 2	43.68	58.24	58.24	72.80

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Pay point 3	44.75	59.66	59.66	74.58
Pay point 4	45.93	61.24	61.24	76.55
Pay point 5	47.34	63.12	63.12	78.90
Pay point 6	48.72	64.96	64.96	81.20
Pay point 7	50.13	66.84	66.84	83.55
Pay point 8 and thereafter	51.42	68.56	68.56	85.70
Registered nurse— level 2				
Pay point 1	52.79	70.38	70.38	87.98
Pay point 2	53.64	71.52	71.52	89.40
Pay point 3	54.57	72.76	72.76	90.95
Pay point 4 and thereafter	55.46	73.94	73.94	92.43
Registered nurse— level 3				
Pay point 1	57.24	76.32	76.32	95.40
Pay point 2	58.29	77.72	77.72	97.15
Pay point 3	59.30	79.06	79.06	98.83
Pay point 4 and thereafter	60.36	80.48	80.48	100.60
Registered nurse— level 4¹	—	—	—	—
Registered nurse— level 5¹	—	—	—	—
Minimum entry rates				
4 year degree	44.69	59.58	59.58	74.48
Masters degree	46.23	61.64	61.64	77.05

¹ Overtime rates do not apply to Registered nurse levels 4 and 5 in accordance with clause 19.1(b).

Nurses Award 2020

(c) Casual employees—ordinary and penalty rates

[B.3.3 varied by [PR740715](#); renumbered as B.1.3(c) by [PR751294](#) ppc 30Jun23; B.1.3(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse—level 1						
Pay point 1	35.66	39.23	39.94	53.49	62.41	71.32
Pay point 2	36.40	40.04	40.77	54.60	63.70	72.80
Pay point 3	37.29	41.02	41.76	55.94	65.26	74.58
Pay point 4	38.28	42.10	42.87	57.42	66.99	76.56
Pay point 5	39.45	43.40	44.18	59.18	69.04	78.90
Pay point 6	40.60	44.66	45.47	60.90	71.05	81.20
Pay point 7	41.78	45.95	46.79	62.67	73.12	83.56
Pay point 8 and thereafter	42.85	47.14	47.99	64.28	74.99	85.70
Registered nurse—level 2						
Pay point 1	43.99	48.39	49.27	65.99	76.98	87.98
Pay point 2	44.70	49.17	50.06	67.05	78.23	89.40
Pay point 3	45.48	50.02	50.93	68.22	79.59	90.96
Pay point 4 and thereafter	46.21	50.83	51.76	69.32	80.87	92.42
Registered nurse—level 3						
Pay point 1	47.70	52.47	53.42	71.55	83.48	95.40
Pay point 2	48.58	53.43	54.40	72.87	85.02	97.16
Pay point 3	49.41	54.35	55.34	74.12	86.47	98.82
Pay point 4 and thereafter	50.30	55.33	56.34	75.45	88.03	100.60
Registered nurse—level 4²						
Grade 1	54.45	—	—	81.68	95.29	108.90

Nurses Award 2020

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Grade 2	58.35	–	–	87.53	102.11	116.70
Grade 3	61.75	–	–	92.63	108.06	123.50
Registered nurse— level 5²						
Grade 1	54.94	–	–	82.41	96.15	109.88
Grade 2	57.85	–	–	86.78	101.24	115.70
Grade 3	61.75	–	–	92.63	108.06	123.50
Grade 4	65.60	–	–	98.40	114.80	131.20
Grade 5	72.35	–	–	108.53	126.61	144.70
Grade 6	79.16	–	–	118.74	138.53	158.32
Minimum entry rates						
4 year degree	37.24	40.96	41.71	55.86	65.17	74.48
Masters degree	38.53	42.38	43.15	57.80	67.43	77.06

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

² Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

B.1.4 Nurse practitioner—other than aged care employees

[B.4 renamed and renumbered as B.1.4 by [PR751294](#) ppc 30Jun23]

(a) Full-time and part-time employees—ordinary and penalty rates

[B.4.1 varied by [PR740715](#); renumbered as B.1.4(a) by [PR751294](#) ppc 30Jun23; B.1.4(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	43.91	49.40	50.50	65.87	76.84	87.82

Nurses Award 2020

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
2nd year	45.22	50.87	52.00	67.83	79.14	90.44

(b) Full-time and part-time employees—overtime rates

[B.4.2 varied by [PR740715](#); renumbered as B.1.4(b) by [PR751294](#) ppc 30Jun2; B.1.4(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	65.87	87.82	87.82	109.78
2nd year	67.83	90.44	90.44	113.05

(c) Casual employees—ordinary and penalty rates

[B.4.3 varied by [PR740715](#); renumbered as B.1.4(c) by [PR751294](#) ppc 30Jun23; B.1.4(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	54.89	60.38	61.47	82.34	96.06	109.78
2nd year	56.53	62.18	63.31	84.80	98.93	113.06

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

Nurses Award 2020

B.1.5 Occupational health nurse

[B.5 renumbered as B.1.5 by [PR751294](#) ppc 30Jun23]

(a) Full-time and part-time employees—ordinary and penalty rates

[B.5.1 varied by [PR740715](#); renumbered as B.1.5(a) by [PR751294](#) ppc 30Jun23; B.1.5(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
% of minimum hourly rate						
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Occupational health nurse—level 1						
Pay point 1	30.62	34.45	35.21	45.93	53.59	61.24
Pay point 2	31.56	35.51	36.29	47.34	55.23	63.12
Pay point 3	32.48	36.54	37.35	48.72	56.84	64.96
Pay point 4	33.42	37.60	38.43	50.13	58.49	66.84
Pay point 5	34.28	38.57	39.42	51.42	59.99	68.56
Occupational health nurse—level 2						
Pay point 1	35.19	39.59	40.47	52.79	61.58	70.38
Pay point 2	35.76	40.23	41.12	53.64	62.58	71.52
Pay point 3	36.38	40.93	41.84	54.57	63.67	72.76
Pay point 4	36.97	41.59	42.52	55.46	64.70	73.94
Senior occupational health clinical nurse	36.97	41.59	42.52	55.46	64.70	73.94
Occupational health nurse—level 3						
Pay point 1	38.16	42.93	43.88	57.24	66.78	76.32
Pay point 2	38.86	43.72	44.69	58.29	68.01	77.72
Pay point 3	39.53	44.47	45.46	59.30	69.18	79.06
Pay point 4 and thereafter	40.24	45.27	46.28	60.36	70.42	80.48

Nurses Award 2020

(b) Full-time and part-time employees—overtime rates

[B.5.2 varied by [PR740715](#); renumbered as B.1.5(b) by [PR751294](#) ppc 30Jun23; B.1.5(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Occupational health nurse—level 1				
Pay point 1	45.93	61.24	61.24	76.55
Pay point 2	47.34	63.12	63.12	78.90
Pay point 3	48.72	64.96	64.96	81.20
Pay point 4	50.13	66.84	66.84	83.55
Pay point 5	51.42	68.56	68.56	85.70
Occupational health nurse—level 2				
Pay point 1	52.79	70.38	70.38	87.98
Pay point 2	53.64	71.52	71.52	89.40
Pay point 3	54.57	72.76	72.76	90.95
Pay point 4	55.46	73.94	73.94	92.43
Senior occupational health clinical nurse	55.46	73.94	73.94	92.43
Occupational health nurse—level 3				
Pay point 1	57.24	76.32	76.32	95.40
Pay point 2	58.29	77.72	77.72	97.15
Pay point 3	59.30	79.06	79.06	98.83
Pay point 4 and thereafter	60.36	80.48	80.48	100.60

Nurses Award 2020

(c) Casual employees—ordinary and penalty rates

[B.5.3 varied by [PR740715](#); renumbered as B.1.5(c) by [PR751294](#) ppc 30Jun23; B.1.5(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Occupational health nurse—level 1						
Pay point 1	38.28	42.10	42.87	57.42	66.99	76.56
Pay point 2	39.45	43.40	44.18	59.18	69.04	78.90
Pay point 3	40.60	44.66	45.47	60.90	71.05	81.20
Pay point 4	41.78	45.95	46.79	62.67	73.12	83.56
Pay point 5	42.85	47.14	47.99	64.28	74.99	85.70
Occupational health nurse—level 2						
Pay point 1	43.99	48.39	49.27	65.99	76.98	87.98
Pay point 2	44.70	49.17	50.06	67.05	78.23	89.40
Pay point 3	45.48	50.02	50.93	68.22	79.59	90.96
Pay point 4	46.21	50.83	51.76	69.32	80.87	92.42
Senior occupational health clinical nurse	46.21	50.83	51.76	69.32	80.87	92.42
Occupational health nurse—level 3						
Pay point 1	47.70	52.47	53.42	71.55	83.48	95.40
Pay point 2	48.58	53.43	54.40	72.87	85.02	97.16
Pay point 3	49.41	54.35	55.34	74.12	86.47	98.82
Pay point 4 and thereafter	50.30	55.33	56.34	75.45	88.03	100.60

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

B.2 Summary of hourly rates of pay for aged care employees

[New B.2 inserted by [PR751294](#) ppc 30Jun23]

~~B.2.1—Nursing assistant—aged care employees~~

~~(a)—Full-time and part-time employees—ordinary and penalty rates~~

[~~B.2.1(a) varied by [PR762144](#) ppe 01Jul23~~]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
% of minimum hourly rate						
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	28.27	31.80	32.51	42.41	49.47	56.54
2nd year	28.71	32.30	33.02	43.07	50.24	57.42
3rd year and thereafter	29.17	32.82	33.55	43.76	51.05	58.34
Experienced (the holder of a relevant certificate III qualification)	30.11	33.87	34.63	45.17	52.69	60.22

~~(b)—Full-time and part-time employees—overtime rates~~

[~~B.2.1(b) varied by [PR762144](#) ppe 01Jul23~~]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
% of minimum hourly rate				
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	42.41	56.54	56.54	70.68

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
2nd year	43.07	57.42	57.42	71.78
3rd year and thereafter	43.76	58.34	58.34	72.93
Experienced (the holder of a relevant certificate-III qualification)	45.17	60.22	60.22	75.28

Nurses Award 2020

(e) Casual employees—ordinary and penalty rates

[B.2.1(e) varied by PR762144 ppe 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate [†]		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	35.34	38.87	39.58	53.01	61.85	70.68
2nd year	35.89	39.48	40.19	53.84	62.81	71.78
3rd year and thereafter	36.46	40.11	40.84	54.69	63.81	72.92
Experienced (the holder of a relevant certificate III qualification)	37.64	41.40	42.15	56.46	65.87	75.28

[†]The casual hourly rate is defined in clause 2—Definitions.

B.2.1 Nursing assistant—home care nursing assistants

(a) Full-time and part-time employees—ordinary and penalty rates

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	30.24	34.02	34.78	45.36	52.92	60.48
2nd year	30.71	34.55	35.32	46.07	53.74	61.42
3rd year and thereafter	31.21	35.11	35.89	46.82	54.62	62.42
Experienced (the holder of a relevant certificate III qualification)	32.21	36.24	37.04	48.32	56.37	64.42

(b) Full-time and part-time employees—overtime rates

Nurses Award 2020

	<u>Monday to Saturday</u>		<u>Sunday</u>	<u>Public holiday</u>
	<u>First 2 hours</u>	<u>After 2 hours</u>		
	<u>% of minimum hourly rate</u>			
	<u>150%</u>	<u>200%</u>	<u>200%</u>	<u>250%</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>1st year</u>	<u>45.36</u>	<u>60.48</u>	<u>60.48</u>	<u>75.60</u>
<u>2nd year</u>	<u>46.07</u>	<u>61.42</u>	<u>61.42</u>	<u>76.78</u>
<u>3rd year and thereafter</u>	<u>46.82</u>	<u>62.42</u>	<u>62.42</u>	<u>78.03</u>

Nurses Award 2020

	<u>Monday to Saturday</u>		<u>Sunday</u>	<u>Public holiday</u>
	<u>First 2 hours</u>	<u>After 2 hours</u>		
	<u>% of minimum hourly rate</u>			
	<u>150%</u>	<u>200%</u>	<u>200%</u>	<u>250%</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>Experienced (the holder of a relevant certificate III qualification)</u>	<u>48.32</u>	<u>64.42</u>	<u>64.42</u>	<u>80.53</u>

(c) Casual employees—ordinary and penalty rates

	<u>Casual hourly rate</u>	<u>Monday to Friday</u>		<u>Saturday</u>	<u>Sunday</u>	<u>Public holiday</u>
		<u>Afternoon shift</u>	<u>Night shift</u>			
	<u>% of minimum hourly rate</u>			<u>% of casual hourly rate¹</u>		
	<u>125%</u>	<u>137.5%</u>	<u>140%</u>	<u>150%</u>	<u>175%</u>	<u>200%</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>1st year</u>	<u>37.80</u>	<u>41.58</u>	<u>42.34</u>	<u>56.70</u>	<u>66.15</u>	<u>75.60</u>
<u>2nd year</u>	<u>38.39</u>	<u>42.23</u>	<u>42.99</u>	<u>57.59</u>	<u>67.18</u>	<u>76.78</u>
<u>3rd year and thereafter</u>	<u>39.01</u>	<u>42.91</u>	<u>43.69</u>	<u>58.52</u>	<u>68.27</u>	<u>78.02</u>
<u>Experienced (the holder of a relevant certificate III qualification)</u>	<u>40.26</u>	<u>44.29</u>	<u>45.09</u>	<u>60.39</u>	<u>70.46</u>	<u>80.52</u>

¹ The casual hourly rate is defined in clause 2—Definitions.

B.2.2 Enrolled nurses—aged care employees

(a) Full-time and part-time employees—ordinary and penalty rates

Nurses Award 2020

[B.2.2(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Student enrolled nurse						
Less than 21 years of age	<u>30.89</u> <u>26.27</u>	<u>34.75</u> <u>29.55</u>	<u>35.52</u> <u>30.21</u>	<u>46.34</u> <u>39.41</u>	<u>54.06</u> <u>45.97</u>	<u>61.78</u> <u>52.54</u>
21 years of age and over	<u>32.43</u> <u>27.57</u>	<u>36.48</u> <u>31.02</u>	<u>37.29</u> <u>31.71</u>	<u>48.65</u> <u>41.36</u>	<u>56.75</u> <u>48.25</u>	<u>64.86</u> <u>55.14</u>
Enrolled nurse						
Pay point 1	<u>36.07</u> <u>30.67</u>	<u>40.58</u> <u>34.50</u>	<u>41.48</u> <u>35.27</u>	<u>54.11</u> <u>46.01</u>	<u>63.12</u> <u>53.67</u>	<u>72.14</u> <u>61.34</u>
Pay point 2	<u>36.55</u> <u>31.08</u>	<u>41.12</u> <u>34.97</u>	<u>42.03</u> <u>35.74</u>	<u>54.83</u> <u>46.62</u>	<u>63.96</u> <u>54.39</u>	<u>73.10</u> <u>62.16</u>
Pay point 3	<u>37.04</u> <u>31.49</u>	<u>41.67</u> <u>35.43</u>	<u>42.60</u> <u>36.21</u>	<u>55.56</u> <u>47.24</u>	<u>64.82</u> <u>55.11</u>	<u>74.08</u> <u>62.98</u>
Pay point 4	<u>37.57</u> <u>31.94</u>	<u>42.27</u> <u>35.93</u>	<u>43.21</u> <u>36.73</u>	<u>56.36</u> <u>47.91</u>	<u>65.75</u> <u>55.90</u>	<u>75.14</u> <u>63.88</u>
Pay point 5	<u>37.95</u> <u>32.26</u>	<u>42.69</u> <u>36.29</u>	<u>43.64</u> <u>37.10</u>	<u>56.93</u> <u>48.39</u>	<u>66.41</u> <u>56.46</u>	<u>75.90</u> <u>64.52</u>

Nurses Award 2020

(b) Full-time and part-time employees—overtime rates

[B.2.2(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
% of minimum hourly rate				
	150%	200%	200%	250%
	\$	\$	\$	\$
Student enrolled nurse				
Less than 21 years of age	<u>46.3439.41</u>	<u>61.7852.54</u>	<u>61.7852.54</u>	<u>77.2365.68</u>
21 years of age and over	<u>48.6541.36</u>	<u>64.8655.14</u>	<u>64.8655.14</u>	<u>81.0868.93</u>
Enrolled nurse				
Pay point 1	<u>54.1146.01</u>	<u>72.1461.34</u>	<u>72.1461.34</u>	<u>90.1876.68</u>
Pay point 2	<u>54.8346.62</u>	<u>73.1062.16</u>	<u>73.1062.16</u>	<u>91.3877.70</u>
Pay point 3	<u>55.5647.24</u>	<u>74.0862.98</u>	<u>74.0862.98</u>	<u>92.6078.73</u>
Pay point 4	<u>56.3647.91</u>	<u>75.1463.88</u>	<u>75.1463.88</u>	<u>93.9379.85</u>
Pay point 5	<u>56.9348.39</u>	<u>75.9064.52</u>	<u>75.9064.52</u>	<u>94.8880.65</u>

(c) Casual employees—ordinary and penalty rates

[B.2.2(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
% of minimum hourly rate				% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Student enrolled nurse						
Less than 21 years of age	<u>38.6132.84</u>	<u>42.4736.12</u>	<u>43.2536.78</u>	<u>57.9249.26</u>	<u>67.5757.47</u>	<u>77.2265.68</u>
21 years of age and over	<u>40.5434.46</u>	<u>44.5937.91</u>	<u>45.4038.60</u>	<u>60.8151.69</u>	<u>70.9560.31</u>	<u>81.0868.92</u>
Enrolled nurse						
Pay point 1	<u>45.0938.34</u>	<u>49.6042.17</u>	<u>50.5042.94</u>	<u>67.6457.51</u>	<u>78.9167.10</u>	<u>90.1876.68</u>
Pay point 2	<u>45.6938.85</u>	<u>50.2642.74</u>	<u>51.1743.51</u>	<u>68.5458.28</u>	<u>79.9667.99</u>	<u>91.3877.70</u>

Nurses Award 2020

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Pay point 3	<u>46.3039.36</u>	<u>50.9343.30</u>	<u>51.8644.09</u>	<u>69.4559.04</u>	<u>81.0368.88</u>	<u>92.6078.72</u>
Pay point 4	<u>46.9639.93</u>	<u>51.6643.92</u>	<u>52.6044.72</u>	<u>70.4459.90</u>	<u>82.1869.88</u>	<u>93.9279.86</u>
Pay point 5	<u>47.4440.33</u>	<u>52.1844.36</u>	<u>53.1345.16</u>	<u>71.1660.50</u>	<u>83.0270.58</u>	<u>94.8880.66</u>

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

B.2.3 Registered nurses—aged care employees

(a) Full-time and part-time employees—ordinary and penalty rates

[B.2.3(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse—level 1						
Pay point 1	<u>38.7132.81</u>	<u>43.5536.91</u>	<u>44.5237.73</u>	<u>58.0749.22</u>	<u>67.7457.42</u>	<u>77.4265.62</u>
Pay point 2	<u>39.5033.48</u>	<u>44.4437.67</u>	<u>45.4338.50</u>	<u>59.2550.22</u>	<u>69.1358.59</u>	<u>79.0066.96</u>
Pay point 3	<u>40.4734.31</u>	<u>45.5338.60</u>	<u>46.5439.46</u>	<u>60.7151.47</u>	<u>70.8260.04</u>	<u>80.9468.62</u>
Pay point 4	<u>41.5435.22</u>	<u>46.7339.62</u>	<u>47.7740.50</u>	<u>62.3152.83</u>	<u>72.7061.64</u>	<u>83.0870.44</u>
Pay point 5	<u>42.8236.30</u>	<u>48.1740.84</u>	<u>49.2441.75</u>	<u>64.2354.45</u>	<u>74.9463.53</u>	<u>85.6472.60</u>
Pay point 6	<u>44.0637.35</u>	<u>49.5742.02</u>	<u>50.6742.95</u>	<u>66.0956.03</u>	<u>77.1165.36</u>	<u>88.1274.70</u>
Pay point 7	<u>45.3338.43</u>	<u>51.0043.23</u>	<u>52.1344.19</u>	<u>68.0057.65</u>	<u>79.3367.25</u>	<u>90.6676.86</u>
Pay point 8 and thereafter	<u>46.5139.43</u>	<u>52.3244.36</u>	<u>53.4945.34</u>	<u>69.7759.15</u>	<u>81.3969.00</u>	<u>93.0278.86</u>
Registered nurse—level 2						
Pay point 1	<u>47.7440.47</u>	<u>53.7145.53</u>	<u>54.9046.54</u>	<u>71.6160.71</u>	<u>83.5570.82</u>	<u>95.4880.94</u>
Pay point 2	<u>48.5141.12</u>	<u>54.5746.26</u>	<u>55.7947.29</u>	<u>72.7761.68</u>	<u>84.8971.96</u>	<u>97.0282.24</u>
Pay point 3	<u>49.3541.83</u>	<u>55.5247.06</u>	<u>56.7548.10</u>	<u>74.0362.75</u>	<u>86.3673.20</u>	<u>98.7083.66</u>

Nurses Award 2020

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
% of minimum hourly rate						
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Pay point 4 and thereafter	<u>50.1642.52</u>	<u>56.4347.84</u>	<u>57.6848.90</u>	<u>75.2463.78</u>	<u>87.7874.41</u>	<u>100.3285.04</u>
Registered nurse—level 3						
Pay point 1	<u>51.7743.89</u>	<u>58.2449.38</u>	<u>59.5450.47</u>	<u>77.6665.84</u>	<u>90.6076.81</u>	<u>103.5487.78</u>
Pay point 2	<u>52.7244.69</u>	<u>59.3150.28</u>	<u>60.6351.39</u>	<u>79.0867.04</u>	<u>92.2678.21</u>	<u>105.4489.38</u>
Pay point 3	<u>53.6345.46</u>	<u>60.3351.14</u>	<u>61.6752.28</u>	<u>80.4568.19</u>	<u>93.8579.56</u>	<u>107.2690.92</u>
Pay point 4 and thereafter	<u>54.5946.28</u>	<u>61.4152.07</u>	<u>62.7853.22</u>	<u>81.8969.42</u>	<u>95.5380.99</u>	<u>109.1892.56</u>
Registered nurse—level 4¹						
Grade 1	<u>59.0950.09</u>	—	—	<u>88.6475.14</u>	<u>103.4187.66</u>	<u>118.18100.18</u>
Grade 2	<u>63.3253.68</u>	—	—	<u>94.9880.52</u>	<u>110.8193.94</u>	<u>126.64107.36</u>
Grade 3	<u>67.0256.81</u>	—	—	<u>100.5385.22</u>	<u>117.2999.42</u>	<u>134.04113.62</u>
Registered nurse—level 5¹						
Grade 1	<u>59.6350.54</u>	—	—	<u>89.4575.81</u>	<u>104.3588.45</u>	<u>119.26101.08</u>
Grade 2	<u>62.7953.23</u>	—	—	<u>94.1979.85</u>	<u>109.8893.15</u>	<u>125.58106.46</u>
Grade 3	<u>67.0256.81</u>	—	—	<u>100.5385.22</u>	<u>117.2999.42</u>	<u>134.04113.62</u>
Grade 4	<u>71.1960.35</u>	—	—	<u>106.7990.53</u>	<u>124.58105.61</u>	<u>142.38120.70</u>
Grade 5	<u>78.5266.56</u>	—	—	<u>117.7899.84</u>	<u>137.41116.48</u>	<u>157.04133.12</u>
Grade 6	<u>85.9272.83</u>	—	—	<u>128.88109.25</u>	<u>150.36127.45</u>	<u>171.84145.66</u>
Minimum entry rates						
4 year degree	34.26	38.54	39.40	51.39	59.96	68.52
Masters degree	<u>41.8135.44</u>	<u>47.0439.87</u>	<u>48.0840.76</u>	<u>62.7253.16</u>	<u>73.1762.02</u>	<u>83.6270.88</u>

¹ Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

(b) Full-time and part-time employees—overtime rates

Nurses Award 2020

[B.2.3(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Registered nurse— level 1				
Pay point 1	<u>58.0749.22</u>	<u>77.4265.62</u>	<u>77.4265.62</u>	<u>96.7882.03</u>
Pay point 2	<u>59.2550.22</u>	<u>79.0066.96</u>	<u>79.0066.96</u>	<u>98.7583.70</u>
Pay point 3	<u>60.7151.47</u>	<u>80.9468.62</u>	<u>80.9468.62</u>	<u>101.1885.78</u>
Pay point 4	<u>62.3152.83</u>	<u>83.0870.44</u>	<u>83.0870.44</u>	<u>103.8588.05</u>
Pay point 5	<u>64.2354.45</u>	<u>85.6472.60</u>	<u>85.6472.60</u>	<u>107.0590.75</u>
Pay point 6	<u>66.0956.03</u>	<u>88.1274.70</u>	<u>88.1274.70</u>	<u>110.1593.38</u>
Pay point 7	<u>68.0057.65</u>	<u>90.6676.86</u>	<u>90.6676.86</u>	<u>113.3396.08</u>
Pay point 8 and thereafter	<u>69.7759.15</u>	<u>93.0278.86</u>	<u>93.0278.86</u>	<u>116.2898.58</u>
Registered nurse— level 2				
Pay point 1	<u>71.6160.71</u>	<u>95.4880.94</u>	<u>95.4880.94</u>	<u>119.35101.18</u>
Pay point 2	<u>72.7761.68</u>	<u>97.0282.24</u>	<u>97.0282.24</u>	<u>121.28102.80</u>
Pay point 3	<u>74.0362.75</u>	<u>98.7083.66</u>	<u>98.7083.66</u>	<u>123.38104.58</u>
Pay point 4 and thereafter	<u>75.2463.78</u>	<u>100.3285.04</u>	<u>100.3285.04</u>	<u>125.40106.30</u>
Registered nurse— level 3				
Pay point 1	<u>77.6665.84</u>	<u>103.5487.78</u>	<u>103.5487.78</u>	<u>129.43109.73</u>
Pay point 2	<u>79.0867.04</u>	<u>105.4489.38</u>	<u>105.4489.38</u>	<u>131.80111.73</u>
Pay point 3	<u>80.4568.19</u>	<u>107.2690.92</u>	<u>107.2690.92</u>	<u>134.08113.65</u>
Pay point 4 and thereafter	<u>81.8969.42</u>	<u>109.1892.56</u>	<u>109.1892.56</u>	<u>136.48115.70</u>
Registered nurse— level 4¹	—	—	—	—
Registered nurse— level 5¹	—	—	—	—
Minimum entry rates				
4 year degree	<u>51.39</u>	<u>68.52</u>	<u>68.52</u>	<u>85.65</u>

Nurses Award 2020

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Masters degree	<u>62.7253.16</u>	<u>83.6270.88</u>	<u>83.6270.88</u>	<u>104.5388.60</u>

¹ Overtime rates do not apply to Registered nurse levels 4 and 5 in accordance with clause 19.1(b).

(c) Casual employees—ordinary and penalty rates

[B.2.3(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Registered nurse—level 1						
Pay point 1	<u>48.3941.01</u>	<u>53.2345.11</u>	<u>54.1945.93</u>	<u>72.5961.52</u>	<u>84.6871.77</u>	<u>96.7882.02</u>
Pay point 2	<u>49.3841.85</u>	<u>54.3146.04</u>	<u>55.3046.87</u>	<u>74.0762.78</u>	<u>86.4273.24</u>	<u>98.7683.70</u>
Pay point 3	<u>50.5942.89</u>	<u>55.6547.18</u>	<u>56.6648.03</u>	<u>75.8964.34</u>	<u>88.5375.06</u>	<u>101.1885.78</u>
Pay point 4	<u>51.9344.03</u>	<u>57.1248.43</u>	<u>58.1649.31</u>	<u>77.9066.05</u>	<u>90.8877.05</u>	<u>103.8688.06</u>
Pay point 5	<u>53.5345.38</u>	<u>58.8849.91</u>	<u>59.9550.82</u>	<u>80.3068.07</u>	<u>93.6879.42</u>	<u>107.0690.76</u>
Pay point 6	<u>55.0846.69</u>	<u>60.5851.36</u>	<u>61.6852.29</u>	<u>82.6270.04</u>	<u>96.3981.71</u>	<u>110.1693.38</u>
Pay point 7	<u>56.6648.04</u>	<u>62.3352.84</u>	<u>63.4653.80</u>	<u>84.9972.06</u>	<u>99.1684.07</u>	<u>113.3296.08</u>
Pay point 8 and thereafter	<u>58.1449.29</u>	<u>63.9554.22</u>	<u>65.1155.20</u>	<u>87.2173.94</u>	<u>101.7586.26</u>	<u>116.2898.58</u>
Registered nurse—level 2						
Pay point 1	<u>59.6850.59</u>	<u>65.6455.65</u>	<u>66.8456.66</u>	<u>89.5275.89</u>	<u>104.4488.53</u>	<u>119.36101.18</u>
Pay point 2	<u>60.6451.40</u>	<u>66.7056.54</u>	<u>67.9157.57</u>	<u>90.9677.10</u>	<u>106.1289.95</u>	<u>121.28102.80</u>
Pay point 3	<u>61.6952.29</u>	<u>67.8657.52</u>	<u>69.0958.56</u>	<u>92.5478.44</u>	<u>107.9691.51</u>	<u>123.38104.58</u>
Pay point 4 and thereafter	<u>62.7053.15</u>	<u>68.9758.47</u>	<u>70.2259.53</u>	<u>94.0579.73</u>	<u>109.7393.01</u>	<u>125.40106.30</u>
Registered nurse—level 3						

Nurses Award 2020

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate ¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
Pay point 1	<u>64.71</u> <u>54.86</u>	<u>71.18</u> <u>60.35</u>	<u>72.48</u> <u>61.45</u>	<u>97.07</u> <u>82.29</u>	<u>113.24</u> <u>96.01</u>	<u>129.42</u> <u>109.72</u>
Pay point 2	<u>65.90</u> <u>55.86</u>	<u>72.49</u> <u>61.45</u>	<u>73.81</u> <u>62.57</u>	<u>98.85</u> <u>83.79</u>	<u>115.33</u> <u>97.76</u>	<u>131.80</u> <u>111.72</u>
Pay point 3	<u>67.04</u> <u>56.83</u>	<u>73.74</u> <u>62.51</u>	<u>75.08</u> <u>63.64</u>	<u>100.56</u> <u>85.25</u>	<u>117.32</u> <u>99.45</u>	<u>134.08</u> <u>113.66</u>
Pay point 4 and thereafter	<u>68.24</u> <u>57.85</u>	<u>75.06</u> <u>63.64</u>	<u>76.43</u> <u>64.79</u>	<u>102.36</u> <u>86.78</u>	<u>119.42</u> <u>101.24</u>	<u>136.48</u> <u>115.70</u>
Registered nurse— level 4²						
Grade 1	<u>73.86</u> <u>62.61</u>	—	—	<u>110.79</u> <u>93.92</u>	<u>129.26</u> <u>109.57</u>	<u>147.72</u> <u>125.22</u>
Grade 2	<u>79.15</u> <u>67.10</u>	—	—	<u>118.73</u> <u>100.65</u>	<u>138.51</u> <u>117.43</u>	<u>158.30</u> <u>134.20</u>
Grade 3	<u>83.78</u> <u>71.01</u>	—	—	<u>125.67</u> <u>106.52</u>	<u>146.62</u> <u>124.27</u>	<u>167.56</u> <u>142.02</u>
Registered nurse— level 5²						
Grade 1	<u>74.54</u> <u>63.18</u>	—	—	<u>111.81</u> <u>94.77</u>	<u>130.45</u> <u>110.57</u>	<u>149.08</u> <u>126.36</u>
Grade 2	<u>78.49</u> <u>66.54</u>	—	—	<u>117.74</u> <u>99.81</u>	<u>137.36</u> <u>116.45</u>	<u>156.98</u> <u>133.08</u>
Grade 3	<u>83.78</u> <u>71.01</u>	—	—	<u>125.67</u> <u>106.52</u>	<u>146.62</u> <u>124.27</u>	<u>167.56</u> <u>142.02</u>
Grade 4	<u>88.99</u> <u>75.44</u>	—	—	<u>133.49</u> <u>113.16</u>	<u>155.73</u> <u>132.02</u>	<u>177.98</u> <u>150.88</u>
Grade 5	<u>98.15</u> <u>83.20</u>	—	—	<u>147.23</u> <u>124.80</u>	<u>171.76</u> <u>145.60</u>	<u>196.30</u> <u>166.40</u>
Grade 6	<u>107.40</u> <u>91.04</u>	—	—	<u>161.10</u> <u>136.56</u>	<u>187.95</u> <u>159.32</u>	<u>214.80</u> <u>182.08</u>
Minimum entry rates						
4-year degree	42.83	47.11	47.96	64.25	74.95	85.66
Masters degree	<u>52.26</u> <u>44.30</u>	<u>57.49</u> <u>48.73</u>	<u>58.53</u> <u>49.62</u>	<u>78.39</u> <u>66.45</u>	<u>91.46</u> <u>77.53</u>	<u>104.52</u> <u>88.60</u>

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

² Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

B.2.4 Nurse practitioner—aged care employees**(a) Full-time and part-time employees—ordinary and penalty rates**[B.2.4(a) varied by [PR762144](#) ppc 01Jul23]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	<u>59.57</u> 50.50	<u>67.02</u> 56.81	<u>68.51</u> 58.08	<u>89.36</u> 75.75	<u>104.25</u> 88.38	<u>119.14</u> 101.00
2nd year	<u>61.34</u> 52.00	<u>69.01</u> 58.50	<u>70.54</u> 59.80	<u>92.01</u> 78.00	<u>107.35</u> 91.00	<u>122.68</u> 104.00

(b) Full-time and part-time employees—overtime rates[B.2.4(b) varied by [PR762144](#) ppc 01Jul23]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	<u>89.36</u> 75.75	<u>119.14</u> 101.00	<u>119.14</u> 101.00	<u>148.93</u> 126.25
2nd year	<u>92.01</u> 78.00	<u>122.68</u> 104.00	<u>122.68</u> 104.00	<u>153.35</u> 130.00

(c) Casual employees—ordinary and penalty rates[B.2.4(c) varied by [PR762144](#) ppc 01Jul23]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate¹		
	125%	137.5%	140%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
1st year	<u>74.46</u> 63.13	<u>81.91</u> 69.44	<u>83.40</u> 70.70	<u>111.69</u> 94.70	<u>130.31</u> 110.48	<u>148.92</u> 126.26
2nd year	<u>76.68</u> 65.00	<u>84.34</u> 71.50	<u>85.88</u> 72.80	<u>115.02</u> 97.50	<u>134.19</u> 113.75	<u>153.36</u> 130.00

¹ The [casual hourly rate](#) is defined in clause 2—Definitions.

Schedule C—Summary of Monetary allowances

[Varied by [PR740883](#), [PR740715](#), [PR750784](#), [PR751294](#), [PR762144](#), [PR762307](#)]

See clause 17—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

[C.1.1 varied by [PR740715](#), [PR751294](#) ppc 30Jun23; varied by [PR762144](#) ppc 01Jul23]

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions ~~as the minimum weekly rate for a Registered nurse—other than aged care employee level 1, pay point 1 in clause 15.1(e)(i) = \$1084.10.~~

Allowance	Clause	% of standard rate	\$	Payable
On-call allowance for employees other than aged care employees —between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(a)(i)	2.35	25.48	per 24-hour period or part thereof
On-call allowance for aged care employees—between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(b)(i)	2.35	34.61	per 24-hour period or part thereof
On-call allowance for employees other than aged care employees —between rostered shifts or ordinary hours on—Saturday	17.2(a)(i)	3.54	38.38	per 24-hour period or part thereof
On-call allowance for aged care employees—between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(b)(i)	3.54	52.13	per 24-hour period or part thereof
On-call allowance for employees other than aged care employees —between rostered shifts or ordinary hours on—Sunday, public holiday or non-rostered day	17.2(a)(i)	4.13	44.77	per 24-hour period or part thereof
On-call allowance for aged care employees—between rostered shifts or ordinary	17.2(b)(i)	4.13	60.82	per 24-hour period or part thereof

Nurses Award 2020

Allowance	Clause	% of standard rate	\$	Payable
<u>hours on—Monday to Friday inclusive</u>				

C.1.2 Automatic adjustment of wage-related allowances

[C.1.2 renamed and substituted by [PR750784](#) ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the [standard rate](#) specified for the allowance and will automatically adjust to reflect the specified percentage when the [standard rate](#) is varied.

C.2 Expense-related allowances

[C.2.1 varied by [PR740883](#), [PR762307](#) ppc 01Jul23]

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	Payable
Uniform allowance, the lesser of— per shift or part thereof	17.3(a)(ii)	1.23	per shift or part thereof
Uniform allowance, the lesser of— per week	17.3(a)(ii)	6.24	per week
Laundry allowance, the lesser of— per shift or part thereof	17.3(a)(iii)	0.32	per shift or part thereof
Laundry allowance, the lesser of— per week	17.3(a)(iii)	1.49	per week
Meal allowances—overtime	17.3(b)(i)	15.20	per occasion
Meal allowances—further meal allowance where overtime exceeds 4 hours	17.3(b)(ii)	13.70	per occasion
Travelling, transport and fares— own vehicle	17.3(c)(i)	0.96	per km

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Nurses Award 2020

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take-away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

Schedule D—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____ / ____ /20 ____

Signature of employee: _____

Date signed: ____ / ____ /20 ____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____ / ____ /20 ____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____ / ____ /20 ____

Schedule E—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

[Schedule F—Part-day Public Holidays deleted by [PR747351](#) ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by [PR736911](#); deleted by [PR746868](#) ppc 17Oct22]

IN THE FAIR WORK COMMISSION

Matter No: AM2020/99, AM2021/63 & AM2021/65

Re Application by: Australian Nursing and Midwifery Federation and others

STATEMENT OF TANYA VOGT

I, Tanya Vogt of [REDACTED] Majura, Canberra Airport ACT 2609 state as follows:

Qualifications and Work Experience

1. I am the Chief Executive Officer of the Australian Nursing & Midwifery Accreditation Council (**ANMAC**). I took up the appointment in February 2024.
2. I am a registered nurse having been first registered in 1991. I hold a Bachelor of Health Science (Nursing), a Diploma of Nursing and a Bachelor of Laws.
3. Prior to my present position I was the Executive Officer of the Nursing and Midwifery Board of Australia (**NMBA**). I held that position from 2014 until 2024. I was employed by the Australian Health Practitioner Regulation Agency (**AHPRA**) from the establishment of the National Registration and Accreditation Scheme that regulates nurses under the *Health Practitioner Regulation National Law Act 2009* (**National Law**). Prior to taking up the position with AHPRA and the NMBA I was employed in the Department of Health in Victoria in a policy role.

Australian Nursing & Midwifery Accreditation Council

4. ANMAC is the external accreditation authority appointed by the NMBA to assess and accredit Nursing and Midwifery education programs leading to eligibility to apply for registration or endorsement with the NMBA under Australia's National Registration and Accreditation Scheme.

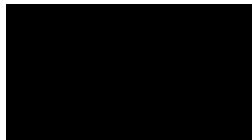
Lodged by: The ANMF	Telephone:	03 9603 3035
Address for Service: Level 22, 181 William St Melbourne VIC 3000	Fax:	03 9603 3050
	Email:	nwhite@gordonlegal.com.au

5. ANMAC, as an external accreditation entity, is responsible for developing accreditation standards for approval by the NMBA. The arrangements to regulate the accreditation of education programs are captured under the National Law.
6. To become a registered nurse in Australia an individual must complete a program of study accredited by ANMAC and approved by the NMBA.
7. Section 4(3) of the National Law sets out the objectives of the National Registration and Accreditation Scheme for health practitioners. The first of the scheme's six objectives is:
 - a. To provide for the protection of the public by ensuring that only health practitioners who are suitably trained and qualified to practice in a competent and ethical matter are registered.
8. ANMAC accredits programs of study by reference to the NMBA approved accreditation standards. The current standards for programs leading to registration as a registered nurse must provide foundational person centred, integrated theoretical and practice-based knowledge of care across the human lifespan and across all body systems and includes the requirement for a minimum of 800 hours professional experience placement linked to learning objectives of the program. While the accreditation standards do not expressly prescribe the length of the program to be delivered, as a matter of practice the overwhelming majority of programs accredited by ANMAC are delivered over three years.
9. Around 38 university or higher education providers have programs accredited by ANMAC and approved by the NMBA for registration as a registered nurse. Of those institutions, 36 offer three year Bachelor of Nursing Degrees. The others are Curtin University that offer a program over 3 and a half years and Western Sydney over 4 years.
10. The delivery of accredited and approved programs over four years has the effect that the program is less intense. The ANMAC/NMBA accredited/approved program requirements do not differ from those delivered in the three-year programs.
11. Some universities and higher education providers also offer an ANMAC/NMBA accredited course as part of a dual degree program. For example, some institutions offer a Bachelor of Nursing/Bachelor of Midwifery, or a Bachelor of Nursing/Bachelor of Public Health. Those programs are generally delivered over four years full-time.

The Preparation for Registered Nursing Practice

12. Satisfactory completion of a degree that meets the ANMAC accreditation standards as approved by the NMBA constitutes preparation for nursing practice. It provides a foundation across the broad spectrum of nursing practice enabling the development of the nurses' scope of practice along their professional journey. This further development of registered nurses' scope of practice may involve increased specialisation in very specific field or enhanced scope in an area such as primary care or aged care.
13. In view of the breadth of learning and professional experience placement requirements of a program that meets the accreditation standards, in my view it would not be possible or feasible to deliver a program in under three years. This is subject to the qualification that there are two-year Masters degree programs that have been accredited by ANMAC for candidates already holding an associated first degree, or as an accelerated two year program for persons already registered as enrolled nurses.
14. In summary, the overwhelming majority of applicants for registration as registered nurses do so on the basis of the completion of a three-year bachelors level degree and as such it can be readily regarded as the benchmark professional qualification for registration by the NMBA as a registered nurse.

Tanya Vogt



Date:

23 April 2024

IN THE FAIR WORK COMMISSION

Matter No.: AM2020/99, AM 2021/63 & AM2021/65

Re Applications by Australian Nursing and Midwifery Federation and others

FURTHER STATEMENT OF JULIANNE BRYCE

I, Julianne Bryce of [REDACTED] Melbourne in the State of Victoria say:

1. I am a member of the Australian Nursing and Midwifery Federation (**ANMF**) and I make this statement based on my experience as a registered nurse in the nursing profession and an employee of the ANMF. I have held the position of Senior Federal Professional Officer of the ANMF since December 2008.
2. This statement is to be read together with my previous statements in these matters dated 29 October 2021 (**first statement**) and 1 November 2023 (**second statement**) adopting the definitions used therein.
3. Further to point 5 in my second statement, registered nurses almost universally complete a 3-year Bachelor of Nursing degree through a higher education provider to meet the Nursing and Midwifery Board of Australia (**NMBA**) *Registered nurse standards for practice* required for registration, or a program of equivalent value in terms of content. For example, the University of Technology Sydney offers a 2-year Bachelor of Nursing Accelerated Course (Enrolled Nurses), whereby an enrolled nurse with at least 12 months of relevant experience will have access to this shorter course, essentially in recognition of course credit towards what would otherwise be a 3-year degree program.
4. A small number of registered nurses complete a double degree over 4 to 5 years, which includes a 3-year nursing degree combined with another Bachelor degree in a complementary area of practice such as midwifery, paramedicine, business administration, psychological science, public health and health promotion, behavioural science, creative intelligence, arts, international studies or languages and culture.
5. A small number of registered nurses complete a 2-year Master of Nursing (graduate entry) as their entry to practice qualification leading to initial registration.
6. Higher education providers in Australia generally do not offer a 4-year undergraduate qualification solely in nursing. Western Sydney University, in addition to offering a three-

Lodged by: The ANMF	Telephone:	03 9603 3035
Address for Service: Level 22, 181 William St Melbourne VIC 3000	Fax:	03 9603 3050
	Email:	nwhite@gordonlegal.com.au

year Bachelor of Nursing also offers an equivalent Bachelor of Nursing as an online program over a 4 year period. Curtin University also offers a Bachelor of Science (Nursing) over a 3.5-year period. The course content for these degrees meets the accreditation standard requirements for the 3-year undergraduate degree but delivered across a longer period.

7. Where a student of nursing completes a 4 to 5-year double degree program, the course components for the standard 3-year Bachelor of Nursing are completed with the remaining course components contributing to the complementary area of practice referred to in paragraph 3 above.
8. All entry to practice programs leading to initial registration as a nurse or midwife are accredited by Australian Nursing and Midwifery Accreditation Council (**ANMAC**) and approved by the NMBA.
9. ANMAC accredits and the NMBA approves programs of study that lead to initial registration as a registered nurse. These programs of study are subsequently published on the NMBA website.
10. As at the date of providing this statement, the NMBA website lists 74 approved courses that lead to initial registration as a registered nurse,¹ 42 of which are the standard undergraduate Bachelor programs. Of these, two courses are provided over a period longer than three-years as discussed above at [6]. One program offered by Torrens University is delivered in 30 months because this program is taught in trimesters (teaching across more of the calendar year). Three other Bachelor programs are offered by Flinders University, the University of Technology Sydney and the University of the Sunshine Coast over two-years where credit is given for prior study. A further 19 of the approved courses are an undergraduate double degree program, and 13 are the 2 -year Master of Nursing via the graduate entry pathway.²

Julianne Bryce

26 April 2024

¹ The NMBA website lists a total of 77 courses separately, however, three of these appear to be duplicate listings:

1. The University of Sydney's Bachelor of Nursing/Bachelor of Languages and Culture
2. The University of the Sunshine Coast's Bachelor of Nursing Science
3. The University of the Sunshine Coast's Bachelor of Nursing Science (Graduate Entry)

² https://www.ahpra.gov.au/accreditation/approved-programs-of-study.aspx?ref=nurse&type=general&div=registered%20nurse%20%28division%201%29&_gl=1*1tpyf43*_ga*MTEwNzE1ODU1LjE2OTQwNzAwNzc.*_ga_F1G6LRCHZB*MTcxMzMzNDUzNS4yLjEuMTcxMzMzNDU2My4wLjAuMA..

IN THE FAIR WORK COMMISSION

Matter No: AM2020/99, AM2021/63 & AM2021/65

Re Application by: Australian Nursing and Midwifery Federation and others

FURTHER STATEMENT OF HEILA BROOKS

I, Heila Brooks of [REDACTED] Wangaratta, Victoria 3677, say:

Work history and qualifications

1. I have made a previous statement in this matter, dated 15 September 2023. That summarised my employment background and qualifications, and addressed infection prevention and control. I repeat paragraphs 1–6 of that statement in relation to my background and qualifications. I remain employed as the Care Manager at St Catherine’s Hostel at 59-69 Ryley Street, Wangaratta, Victoria 3677, which is a senior management position, akin to a Director of Nursing position.

Registered nurses: degree qualification

2. The *Nurses Award 2020* provides for a Registered Nurse (**RN**) minimum entry rate for a four year degree. Progression from the four-year degree entry rate is to pay point 4 within the RN Level 1 classification structure.
3. In my experience, the four-year degree entry rate is not applied in the residential aged care sector. My understanding is that this is because of the following reasons:
 - (a) There is no accredited four-year nursing degree leading to registration and entry to the profession;
 - (b) The registration standard for an RN is a three-year degree;
 - (c) Registration as an RN on the basis of three-year degree prepares the employee for practise in the profession and the delivery of nursing care; and

Lodged by: The ANMF	Telephone:	03 9603 3035
Address for Service: Level 22, 181 William St Melbourne VIC 3000	Fax:	03 9603 3050
	Email:	nwhite@gordonlegal.com.au

- (d) The practice requirements/competencies and scope of practice in accordance with Australian Health Practitioners Regulation Authority (**AHPRA**) do not differentiate between different degree lengths for RNs.
4. In employing RNs, we at St Catherine's do not differentiate between 3 year or 4 year degrees. We employ based on "*registration*" and suitability for the role. An RN is an RN. The roles in the facility do not differentiate between holders of 3 and 4 year degrees. We do not have different position descriptions for RNs with 3 year degree and RNs with 4 year degrees. The expectations in relation to practice standards are the same. That is, we have the same expectation of all RNs, on account of their registration.
5. I do not recall any RN presenting for employment on the basis of a 4 year degree in the course of my professional career. A RN duly registered with a 3 year degree as well as a second degree qualification relevant to their practice setting (achieved over four years) could be appointed to the advanced increment in the Award.

EN Enrolled Nurse Supervision

6. Enrolled Nurses (**ENs**) are part of the nursing team in aged care residential settings. In that context ENs provide guidance and supervision to personal care workers (**PCWs**) in relation to the delivery of care.
7. Because of the scope of their educational preparation, all ENs are equipped to supervise and assist PCWs in all aspects of the care PCWs deliver. A central role of the EN in aged care is providing oversight and assistance to PCWs in respect of the care needs of residents not requiring the involvement of an EN or RN.
8. As a registered health care practitioner, an EN (including an entry level EN) in the aged care sector is expected to be able to do the following:
- (a) Assist the RN in the supervision of PCWs, including orientation and providing day-to-day supervision as relevant to EN scope of practice.
 - (b) Provide clinical support for PCW staff. This may be in the form of demonstrating correct technique for care procedures, or coaching.
 - (c) Act as a resource to PCW staff, for example through the development of a portfolio role such as continence management, or area of special interest.
 - (d) Follow directions of the Care Manager/RN in the undertaking of any specialised nursing care requirements.

9. PCWs differ significantly in that:
 - (a) PCWs are not registered health care practitioner.
 - (b) PCWs can be appointed team leaders with some supervisory duties, but the ENs responsibilities noted above are a basic expectation of the EN role.
 - (c) The PCW reports to the RN through the EN when the EN is rostered. It is a requirement and expectation of the EN to supervise and provide clinical support to the PCW (even if the PCW holds a team leader role).
10. The Nursing and Midwifery Board of Australia has published Standards of Practice for ENs.. Standard 3 provides: "Accepts accountability and responsibility for own actions"; and Indicator 3.8 for the Standard states as follows:

"Provides support and supervision to assistants in nursing (however titled) and to others providing care, such as EN students, to ensure care is provided as outlined within the plan of care and according to institutional policies, protocols and guidelines."
11. The EN retains responsibility for her/his actions and remains accountable in providing delegated nursing care. The Standards of Practice for ENs provide the framework of expectations for ENs practice and are referenced by employers, regulatory agencies and nurses themselves.
12. In the aged care setting, RNs rely heavily on ENs for consistent supervision of PCWs throughout ENs' shifts. It is an innate part of the role. In the event a PCW is in a team leader role, but with an EN on duty, the EN by the very nature of their position (and in accordance with their registration) maintains a supervisory role over the (team leader) PCW in respect of care-related activities.

Incremental progression

13. Some RNs do not seek higher classifications (*i.e.*, above RN level 1) involving greater supervisory responsibilities and requiring appointment. RN classification levels above level 1 require appointment. I am not aware of any objective mechanism which functions, or could function, as an alternative to experience, by which the attainment of increased skill and expertise can be recognised.

14. For other RNs, there may be no opportunity in their work setting for appointment to a higher level because of the staffing profile and arrangements. As a consequence, a way of recognising and rewarding increased expertise and capacity achieved over time is incremental progression. Again, I am unaware of any alternative. From an employer's perspective, identifying criteria other than experience by which RNs would gain an entitlement to increased remuneration and recognition for their work would be difficult.
15. Annual AHPRA registration requirements include RNs certifying completion of yearly professional development activities.

Heila Brooks

DATE: 22 April 2024