

JEWISH CARE (VICTORIA) INC NURSES AND AGED

CARE EMPLOYEES

ENTERPRISE AGREEMENT

2022

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## 1. ARRANGEMENT

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## 2. NAME OF THE AGREEMENT

The Agreement shall be known as the Jewish Care (Victoria) Inc. Nurses and Aged Care Employees Enterprise Agreement 2022 (**'Agreement'**).

## 3. PARTIES TO THE AGREEMENT AND COVERAGE

(a) The parties to this Agreement are:

- (i) Jewish Care (Victoria) Inc. ('the Employer' or 'Jewish Care') (ABN 78 345 431 247);
- (ii) Aged Care employees employed by the Employer as classified in Schedule 2 of this Agreement (**'Aged Care Employees'**) in its residential aged care facilities in Victoria; and
- (iii) Nursing employees employed by the Employer as classified in Schedule 1 of this Agreement (**'Nursing Employees'**) in its residential aged care facilities in Victoria.

(b) The Employer will formally advise the Australian Nursing and Midwifery Federation (Victorian Branch) (**'ANMF'**) and the Health Workers Union of Australia (**'HWU'**) when the Agreement is made in order for the ANMF and HWU to apply under section 183 of the *Fair Work Act 2009* (Cth) (**'Act'**) to be covered by the Agreement.

(c) The Agreement does not cover Facility Managers.

## 4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7<sup>th</sup> day after the agreement is approved by Fair Work Commission (FWC) and shall remain in force until 1 February 2026 and thereafter in accordance with the Act.

The parties agree that discussions shall commence for a new agreement no later than three months prior to the expiry date of the Agreement.

## 5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be made accessible to all Employees covered by the Agreement.

## 6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS AND SCOPE

(a) This Agreement contains terms that are also matters under the National Employment Standards (**'NES'**) of the Act. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by section 55 of the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

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- (b) This Agreement constitutes the entirety of the minimum terms and conditions of employment for Employees covered by the Agreement and replaces any enterprise agreement or modern award that may have previously applied to an Employee.

## 7. DEFINITIONS

For the purposes of this Agreement:

- (a) **Registered Nurse** shall mean a person whose name appears as a Registered Nurse in the Register of the Nursing and Midwifery Board of Australia maintained by the Australian Health Practitioner Regulation Agency.
- (b) **Enrolled Nurse** shall mean a person whose name appears as an Enrolled Nurse in the Register of the Nursing and Midwifery Board of Australia maintained by the Australian Health Practitioner Regulation Agency.
- (c) Registered Nurse Definitions
- (i) **Basic Training** - means training for registration as a Registered Nurse.
- (ii) **In-service certificates** - post-basic certificates of qualification obtained by a Registered Nurse as a result of in-service or post-basic training viz.:
- (1) Certificates obtained for courses approved by the Australian Nursing and Midwifery Board of Australia for the purposes of endorsement in the register.
- (iii) **Certificates** - certificates held by a Registered Nurse as a result of undertaking a course of study at the New South Wales College of Nursing or a nursing college of at least equivalent status.
- (iv) **Diplomas and Degrees** - diplomas and degrees in nursing; education; or health administration held by a Registered Nurse as a result of undertaking a course of study at a College of Advanced Education or University.
- Provided that a certificate, diploma or degree which leads to registration as a Nurse shall not be covered by this subclause.
- (v) **Experience** – shall mean, subject to subclauses (1) – (5), full time service and experience following registration by the professional registration body as recognised by AHPRA, whether in Australia or internationally, in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a Nurse by the Nursing and Midwifery Board of Australia. Where an Employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience. Provided that:
- (1) an Employee who has worked an average of 24 hours per week or less, or three shifts or less per week, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the Employee is employed;
- (2) where an Employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such

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Employee's prior service and experience shall not be taken into account;

- (3) the onus is on the Employee to demonstrate the completed years of experience. The Employer will require satisfactory evidence of the claimed experience with the previous and/or current other employer/s;
- (4) evidence to the satisfaction of the Employer (e.g., a statement of service from a previous and/or current other employer) of the claimed experience is required to be provided by the Employee prior to commencing employment or no later than six (6) weeks after commencing employment with the Employer. In the absence of this evidence within either of those timeframes, the Employee will be classified by the Employer without taking account of that service. If this evidence is forthcoming later and satisfies the Employer, the Employer will reclassify the Employee from the next full pay period from the date of submission of the evidence, however no back payment will be made based on evidence provided more than 6 weeks after commencing employment;
- (5) in relation to an internationally trained nurse:
  - (A) granted registration by the Australian professional registration body with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place;
  - (B) granted registration by the Australian professional registration body subject to successful completion of a bridging program, previous experience will not be counted until the completion of that bridging course. Experience as defined will count once the bridging program is completed;
  - (C) required by the Australian professional registration body to undertake an outcome-based assessment (OBA), previous experience will not be counted until the completion of that OBA. Experience as defined will count once the OBA is completed.

Re-entry Courses and Supervised Experience (Registered Nurses)

- (vi) For the first twelve months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the Nursing and Midwifery Board of Australia, nurses shall be paid at the rate appropriate to their years of experience, but no higher than Grade 2, Year 2.
    - (1) After completion of twelve months' experience in accordance with (vi), a nurse (upon sufficient proof to support a claim for incremental advancement) shall be paid at the rate appropriate to their years of experience.
    - (2) For the purposes of this subclause, (v)(2) of this subclause shall not apply.
  - (vii) Uniform – such apparel as may be required by the Employer.
- (d) Enrolled Nurse Definitions
- (i) **Experience** means such work in any workplace (whether in Australia or internationally, subject to subclauses (d)(ii)(1) - (d)(ii)(3)) in the last five years,

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excluding any leave periods prescribed under this Agreement (or any previous applicable industrial instrument).

(ii) A year of experience means experience (as defined in subclause (ii) above) gained from working an average of 24 hours or more per week or 3 shifts or more per week in a year. If the Employee averages less than 24 hours or 3 shifts per week the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of years' experience greater than one then each such year of experience must be calculated by reference to the definition of one year of experience to determine whether an Employee has attained the requisite number of years of experience. Provided further that:

- (1) the onus is on the Employee to demonstrate the completed years of experience. The Employer will require satisfactory evidence of the claimed experience with the previous and/or current other employer/s;
- (2) evidence to the satisfaction of the Employer (e.g., a statement of service from a previous and/or current other employer) of the claimed experience is required to be provided by the Employee prior to commencing employment or no later than six (6) weeks after commencing employment with the Employer. In the absence of this evidence within either of those timeframes, the Employee will be classified by the Employer without taking account of that service. If this evidence is forthcoming later and satisfies the Employer, the Employer will reclassify the Employee from the next full pay period from the date of submission of the evidence, however no back payment will be made based on evidence provided more than 6 weeks after commencing employment;
- (3) in relation to an internationally trained nurse:
  - (A) granted registration by the Australian professional registration body with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place;
  - (B) granted registration by the Australian professional registration body subject to successful completion of a bridging program, previous experience will not be counted until the completion of that bridging course. Experience as defined will count once the bridging program is completed;
  - (C) required by the Australian professional registration body to undertake an outcome-based assessment (OBA), previous experience will not be counted until the completion of that OBA. Experience as defined will count once the OBA is completed.

(e) Aged Care Employee Definitions

(i) **Experience** means for the purpose of Appendix 1 - Wages, experience at any such work (in accordance with the classifications of this Agreement) in any workplace within the last five years, excluding any leave provisions in this Agreement (or any previous applicable industrial instrument).

(f) **AM shift** means a shift that does not attract payment of a shift allowance under clause

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- (g) **Early AM shift** means a shift that attracts payment of the early AM shift allowance under clause 32.
- (h) **PM shift** means a shift that attracts payment of the PM shift allowance under clause 32.
- (i) **Night shift** means a shift that attracts payment of the night shift allowance under clause 32.
- (j) **Employee** means a Nursing Employee or Aged Care Employee employed by the Employer and classified under Schedule 1 (Nursing Employees) or Schedule 2 (Aged Care Employees) under this Agreement.
- (k) **Casual Employee** means an Employee who accepts an offer by the Employer to be a casual Employee understanding that there is no firm advance commitment to continuing and indefinite work according to an agreed pattern of work, in accordance with section 15A of the Act.
- (l) **Ordinary rate of pay** means the hourly rate of pay set out in Appendix 1 (for Nursing Employees) and Appendix 2 (for Aged Care Employees) as applicable to an Employee for their ordinary hours of work, as adjusted in accordance with clause 10, but does not include overtime, penalty rates, loadings, allowances, shift allowances, incentives, bonuses and other ancillary payments of a like nature.
- (m) **Act** means the *Fair Work Act 2009* (Cth), as amended from time to time.
- (n) **Immediate family** of an Employee means:
  - (i) a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee, or of the Employee's spouse or de facto partner;
  - (ii) a spouse of the Employee includes a former spouse of the Employee;
  - (iii) a de facto partner of an Employee means a person who lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) although not legally married, and includes a former de facto partner of the Employee.

## 8. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
  - (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) For major change referred to in subclause 8(a)(i):
  - (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (ii) the relevant Employees may appoint a representative, which may be a representative from the ANMF/ HWU, for the purposes of the procedures in this



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term.

- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this clause 8.
- (d) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees:
    - (1) the introduction of the change; and
    - (2) the effect the change is likely to have on the Employees; and
    - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) For the purposes of the discussion – provide, in writing, to the relevant Employees:
    - (1) all relevant information about the change including the nature of the change proposed; and
    - (2) information about the expected effects of the change on the Employees; and
    - (3) any other matters likely to affect the Employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 8(b)(i), 8(c) and 8(e) are taken not to apply.
- (i) In this term, a major change is **likely to have a significant effect on Employees** if it results in:
  - (i) the termination of the employment of Employees;
  - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (iv) the alteration of hours of work;
  - (v) the need to retrain Employees;
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.
- (j) For a change to regular roster or ordinary hours of work referred to in subclause 8(a)(ii):

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- (i) the Employer must notify the relevant Employees of the proposed change;
  - (ii) clauses 8(c), 8(d), 8(f) and 8(g) will apply;
  - (iii) as soon as practicable after proposing the change the Employer will:
    - (1) discuss with the relevant Employees the introduction of the change; and
    - (2) for the purposes of discussion - provide to the relevant Employees:
      - (A) all relevant information about the change including the nature of the change proposed;
      - (B) information about what the Employer reasonably believes will be the effects of the change on Employees;
      - (C) information about any matters that the Employer reasonably believes are likely to affect the Employees; and
    - (3) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (k) In this term, **relevant Employees** means the Employees who may be affected by the major change.

## 9. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement, or the NES, or a dispute relating to a request for flexible working arrangements under section 65(1) of the Act or to a request for an extension of unpaid parental leave under section 76(1) of the Act in which the Employer has refused the request or 21 days has passed since the request was made and the Employer has not giving a written response to the request under section 65A or 76A (as applicable) of the Act, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The above steps in subclause (a) shall take place within seven days (health and safety

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matters are exempt from this clause).

- (g) For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

## 10. WAGES

- (a) Wages will be determined as follows:
- (i) 2.75% from the first full pay period on or after 1 February 2023;
  - (ii) 2.75% from the first full pay period on or after 1 July 2024;
  - (iii) 2.75% from the first full pay period on or after 1 July 2025.
- (b) The wage increases referred to in subclause (a) of this Clause and reflected in the rates set out in Appendices 1 and 2, shall be absorbed into any payment of wages made to the Employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increase shall be at the discretion of the Employer, unless, as per section 206 of the Act, the ordinary rate of pay falls below the relevant Modern Award ordinary rate of pay that would have otherwise applied to the Employee if the Agreement did not apply, in such circumstances the ordinary rate of pay shall default to the minimum ordinary rate of pay prescribed in accordance with the relevant Modern Award.

## 10A. AGED CARE WORK VALUE CASE – STAGE 3

- (a) The parties acknowledge that as at the commencement of this Agreement:
- (i) the 15% interim increase to Nurses Award and Aged Care Award rates for relevant classifications (Registered Nurses, Enrolled Nurses, Personal Care Workers, Lifestyle and Head Chefs/Cooks that are the most senior chef or cook engaged in a facility) arising from the Stage 2 proceedings of the Aged Care Work Value Case (**ACWVC**) (Matter Numbers: AM2020/99, AM2021/63 and AM2021/65) has been implemented and is reflected in Appendix 1 of this Agreement; and
  - (ii) a decision in relation to Stage 3 of the ACWVC has not been determined.
- (b) Subject to the Fair Work Commission handing down a decision under Stage 3 that provides for increases to Nurses Award and Aged Care Award rates for the equivalent classifications of relevant Employees, and the Commonwealth providing funding to the Employer in respect to those increases, the Employer commits to:
- (i) meeting with the Unions covered by this Agreement within 28 days of the Fair Work Commission's decision being known to discuss how that Commonwealth funding will be passed on to the relevant Employees;
  - (ii) passing on all of any additional ACWV case funding for Stage 3 to relevant Employees in a timely manner in accordance with any Commonwealth Wages Guidance (subject to it being sufficient to meet both substantive wages and on-costs);
  - (iii) applying the increases set out in clause 10(a) above on the scheduled dates and in addition to any ACWV increases, and varying the wages schedule at Appendices 1 and 2 in accordance with the Act.

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- (c) For the purpose of this clause, "relevant Employees" means those Employees to whom the Agreement applies and who are performing work which would have been covered by classifications in the *Nurses Award 2020* or *Aged Care Award 2010* that receive an increase in Award rates under the outcome of the Stage 3 proceedings, subject to variations arising from the ACWVC.

## 11. PAYMENT OF SALARIES

- (a) Employees shall be paid the fortnightly salaries as set out hereunder corresponding to that Employee's classification in accordance with Appendices 1 and 2.
- (b) Payment of salaries
- (i) Salaries shall be paid during working hours on a week day being not more than five days following the end of the pay period provided that:
- (1) When a Public Holiday occurs between the end of the pay period and the usual pay-day payment may be postponed by one day for each Public Holiday so occurring during that period but payment must still be made on a week day (the expression pay-day in this Clause includes the week day designated as a pay-day pursuant to this proviso);
  - (2) Within one working day of receiving their pay, an Employee shall be supplied with a statement in writing in accordance with the Act.
- (c) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee no later than 7 days after the day on which the Employee's employment terminates.

## 12. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) The Employee has the choice of superannuation fund on the provision of the ATO Standard Choice Form and the required evidence of fund compliance with regulations. Where the Employee does not choose a fund within 28 days of their employment, and the Employee does not have a 'stapled' superannuation fund, contributions will be made to the Health Employees Superannuation Trust Australia (HESTA) which offers a MySuper product.
- (c) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (d) Superannuation fund payments will be made in accordance with trust fund deeds.
- (e) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.
- (f) For the purposes of this clause, 'Fund' means the Employee' chosen compliant

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superannuation fund, or HESTA, or the Employee's 'stapled' superannuation fund.

### 13. HOURS OF WORK

- (a) The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight, and shall be worked either:
  - (i) in a week of five days in shifts of not more than eight hours each; or
  - (ii) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or
  - (iii) other than in accordance with any one of the arrangements above and by mutual agreement, provided that the length of any ordinary shift shall not exceed 10 hours (exclusive of meal breaks).
- (b) Provided that no Enrolled Nurse shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.
- (c) An Enrolled Nurse who is rostered by the Employer to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time the ordinary rate of pay until they have been given 24 hours off duty.
- (d) For the purposes of this clause the working week shall commence at midnight on a Sunday.
- (e) Ordinary Time Earnings  
In respect to 'ordinary hours', Superannuation Guarantee Contributions will be paid in respect to each hour worked which is paid at ordinary time (including all hours in addition to contracted hours up to a maximum of 76 hours in any fortnight roster period).

### 14. FULL-TIME EMPLOYMENT

- (a) A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours per week in a fortnight, at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.
- (b) Except in the case of unauthorised absences or periods of unpaid leave, such Employee shall be paid the weekly salary appropriate to the Employee's classification; irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

### 15. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis, they shall be paid the ordinary rate of pay prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave and personal/carer's leave shall apply on a pro rata basis to part-time Employees.

- (c) Before commencing employment, the Employer and part-time Employee will agree in writing on:
- (i) the span of hours that the Employee may be rostered within a fortnight. The span of hours shall include which shifts the Employee may be rostered to work; and
  - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
  - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- Any changes are to be by agreement and recorded in writing.
- (d) Review of part-time hours
- (i) Where the part-time Employee is regularly working more than their specified contract hours they may request in writing that their contracted hours are reviewed by the Manager or by their nominated delegate. Such request may be made once every six months. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
    - (1) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and/or
    - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
  - (ii) Any adjusted contracted hours resulting from a review by the Employer should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

## 16. CASUAL EMPLOYMENT

- (a) A casual Employee is one who is engaged as such.
- (b) A casual Employee shall be paid for all ordinary work performed in accordance with the rates set out in the table below which are calculated on the ordinary rate of pay and incorporate the 25% casual loading:

<b>Employee type</b>	<b>Monday to Friday (inclusive – all hours)</b>	<b>Saturday (all hours)</b>	<b>Sunday AM shift</b>	<b>Sunday Early AM / PM shift</b>	<b>Sunday Night shift</b>	<b>Public Holiday AM shift</b>	<b>Public Holiday Early AM / PM shift</b>	<b>Public Holiday Night shift</b>
Registered Nurse	125%	175%	190%	180%	175%	250%	250%	250%
Enrolled Nurse	125%	175%	198%	185%	175%	227%	216%	208%
Aged Care Employee	125%	175%	200%	190%	180%	275%	265%	255%

- (c) For the purpose of the table in clause 16(b) above:
  - (i) the AM Shift rate applies to ordinary hours worked on a Sunday or on a Public Holiday (as applicable) in a shift which does not attract payment of a shift

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allowance in clause 32;

- (ii) the Early AM / PM Shift rate applies to ordinary hours worked on a Sunday or on a Public Holiday (as applicable) in a shift which attracts payment of the Early AM / PM Shift allowance in clause 32;
  - (iii) the Night Shift rate applies to ordinary hours worked on a Sunday or on a Public Holiday (as applicable) in a shift which attracts payment of the Night Shift allowance in clause 32.
- (d) Where a casual Employee is required by the Employer to work in excess of 10 hours in a day or 76 hours in a fortnight, the casual Employee will be paid for such excess hours as overtime in accordance with the rates set out in the table below which are calculated on the ordinary rate of pay and exclude the casual loading, provided further than each period of overtime will stand alone:

<b>Employee type</b>	<b>Monday to Friday (inclusive)</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
Registered Nurse	150% for the first two hours, and 200% thereafter	175% for the first two hours, and 200% thereafter	200%	250%
Enrolled Nurse	150% for the first two hours, and 200% thereafter	175% for the first two hours, and 200% thereafter	200%	250%
Aged Care Employee	187.5% for the first two hours, and 250% thereafter	187.5% for the first two hours, and 250% thereafter	250%	312.5%

- (e) In addition, a casual Employee shall be entitled to receive the allowances prescribed herein, where eligible.
- (f) The clauses of this Agreement pertaining to paid leave (excepting Long Service Leave), termination of employment and redundancy shall not apply in the case of a casual Employee as the casual loading is paid in compensation of such entitlements.
- (g) Casual conversion
  - (i) A casual Employee may have a pathway to permanent employment in accordance with the NES. Unless, in accordance with the NES, there are reasonable grounds for the Employer not to make the offer, the Employer must make an offer to a casual Employee under this subclause if:
    - (1) the Employee has been employed by the Employer for a period of at least 6 months beginning the day the employment started; and
    - (2) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time or a part-time Employee (as the case may be).
  - (ii) A casual Employee who has been employed by the Employer for a period of at least 6 months beginning the day the employment started, and for a period of at least 6 months has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, they could continue to work as a full-time or a

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part-time Employee (as the case may be), is also able to request in writing that their Employer convert their employment to full or part time (permanent), subject to the requirements of section 66F(1)(c) of the Act also being met. The Employer must provide a response within 21 days and must not refuse a request until they have consulted with the Employee.

- (iii) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 9, Dispute Resolution Procedure in this Agreement.
- (iv) The further details of casual conversion will be in accordance with the NES.

## 17. ROSTER OF HOURS

- (a) The ordinary hours of duty of full-time and part-time Employees shall be worked according to a roster or rosters fixed by the Employer which shall be exhibited at some reasonably convenient place accessible to Employees to whom it applies, where it may be seen by such Employees.
- (b) A roster of at least fourteen days duration, setting out Employees' daily ordinary working hours and commencing and finishing times shall be posted at least fourteen days before it comes into operation in each work location.
- (c) Except as in emergency situations or by mutual agreement, seven days' notice shall be given of a change of roster.
- (d) The roster or rosters shall be drawn up so as to provide at least eight hours off duty between successive ordinary shifts.
- (e) Where an Employer requires an Employee without seven days' notice and outside the excepted circumstances prescribed in (c), to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of an allowance (Change of Roster) as per Appendix 1 for Nursing Employees and Appendix 2 for Aged Care Employees.
  - (i) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
  - (ii) Nothing in this clause shall operate to affect the fourteen days period of notice provision of clause 17(b).
- (f) An Employee, by making a request in writing to the Employer, may have their roster fixed by the provisions of (g) of this subclause, in lieu of subclauses (a) to (e).
- (g) Rosters shall be fixed by mutual agreement, subject to the other provisions of this clause.
- (h) An Employee may repudiate the request referred to in subclause (g) at any time, by giving written notice to the Employer. In such a case the roster for that Employee shall be fixed according to the provisions of sub-clause (a) to sub-clause (d), from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employer.
- (i) Notwithstanding any other provision of this part, this clause shall not apply to casual Employees and Directors of Nursing.



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## 18. SATURDAY AND SUNDAY WORK

- (a) All ordinary hours performed by full-time and part-time between midnight on Friday and midnight on Sunday shall be paid for at the rates set out in the table below, calculated on the ordinary rate of pay:

Employee type	Saturday (all hours)	Sunday AM shift	Sunday Early AM / PM shift	Sunday Night shift
Full-Time / Part-Time Registered Nurse	150%	150%	150%	150%
Full-Time Enrolled Nurse	150%	150%	150%	150%
Part-Time Enrolled Nurse	150%	159%	150%	150%
Full-Time / Part-Time Aged Care Employee	150%	175%	165%	155%

- (b) For the purpose of the table in clause 18(a) above:
- (i) the AM Shift rate applies to ordinary hours worked on Sunday in a shift which does not attract payment of a shift allowance in clause 32;
  - (ii) the Early AM / PM Shift rate applies to ordinary hours worked on Sunday in a shift which attracts payment of the Early AM / PM Shift allowance in clause 32;
  - (iii) the Night Shift rate applies to ordinary hours worked on Sunday in a shift which attracts payment of the Night Shift allowance in clause 32.
- (c) The rates in subclause (a) above are in addition to, not in substitution of, the relevant shift allowances in clause 32.

## 19. MEAL AND REST BREAKS

- (a) Employees for shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes. The meal interval is to be taken no earlier than two hours and no later than six hours after commencing the day's shift.
- (b) Where an Employee is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the Employee's ordinary rate of pay (together with the casual loading in the case of a casual Employee) in accordance with this Agreement.
- (c) Employees shall be entitled to one paid ten minute rest interval per four hours worked or part thereof being greater than 1 hour.

## 20. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Act.
- (b) Definitions

For the purpose of clause 20 – Parental leave:

- (i) **Child** for the purposes of adoption-related leave is a child under the age of sixteen (16) years who is placed with an Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse or de facto partner of the Employee who has previously lived with the Employee for a continuous period of at least six (6) months as at the day or expected day of placement.

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- (ii) Eligible Employee will be:
    - (1) a Permanent or fixed-term Employee who has completed a minimum of twelve (12) months of continuous service with the Employer immediately prior to the date of birth or expected date of birth, or date of placement or expected date of placement. Notwithstanding, a period of unpaid parental leave will not result in an extension or variation to the fixed-term contract; or
    - (2) a casual Employees who:
      - (A) has been employed by the Employer on a regular and systematic basis for a sequence of periods over a minimum of twelve (12) months prior to the date of birth or expected date of birth, or the date of placement or expected date of placement, of the child; and
      - (B) had it not been for the birth or adoption (or expected birth or adoption) of a child, would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
  - (iii) **Primary Caregiver** is a person who assumes the principal role of providing care and attention to a child.
  - (iv) **Spouse** will have the same definition as clause 7(n)(ii) .
  - (v) **Week's pay** means the ordinary rate of pay for the Employee's substantive position based on the Employee's contracted hours.

(c) Leave Entitlement

- (i) Eligible Employees will be entitled to up to 12 months of parental leave if:
  - (1) the leave is associated with:
    - (A) the birth of a child of the Employee or the Employee's spouse; or
    - (B) the placement of a child with the Employee for adoption; and
  - (2) the Employee has or will be the primary caregiver.
- (ii) The parental leave entitlement is summarised in the following table:

Type of Leave	Paid Leave	Unpaid leave	Total
<b>Primary caregiver</b>			
Permanent Employee*	6 weeks	Up to 46 weeks	52 weeks
Casual Employee	0	Up to 52 weeks	52 weeks
<b>Secondary caregiver</b>			
Permanent Employee	2 weeks	Up to 50 weeks	52 weeks
Casual Employee	0	Up to 52 weeks	52 weeks

\*Provided that for permanent Employees who are Eligible Employees and commencing parental leave on or after the date of operation of the Agreement, the primary caregiver parental leave entitlement will be as follows:

Type of Leave	Paid Leave	Unpaid leave	Total
Primary caregiver	8 weeks	Up to 44 weeks	52 weeks

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(d) Other Leave

- (i) An Employee who has exhausted the entitlement to parental leave in accordance with subclause 20(c) may request for the Employer to agree to an additional period of up to 12 months' unpaid leave.
- (ii) An Employee may access payment of accrued annual leave and long service leave entitlements concurrently with any period of unpaid parental leave. Accessing such leave will not extend the period of parental leave.
- (iii) In addition, the Employee may take all accrued annual leave prior to a return to work from parental leave.
- (iv) An Employee is entitled to up to two (2) continuous days of unpaid pre-adoption leave to attend any interviews or examinations required to obtain approval for the Employee's adoption of a child, unless the Employee has an annual leave or long service leave entitlement which the Employee could instead take.
- (v) Where an Employee is not fit to work due to:
  - (1) A pregnancy-related illness; or
  - (2) the Employee's pregnancy ending after a period of gestation of at least 12 weeks otherwise than by birth of a living child, and the child is not stillborn;

the Employee may access paid personal/carer's leave, unpaid personal/carer's leave or special unpaid parental leave (in accordance with section 80).

- (vi) A permanent Eligible Employee who, during or before the period of intended leave, gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby that subsequently dies during the first 28 days of life, will be entitled to the full amount of paid primary caregiver leave. In this circumstance, paid secondary caregiver leave will also apply to eligible permanent Employees.

(e) Taking Parental Leave

- (i) Parental leave is to be available to be taken by only one parent at a time, in a single unbroken period. Except that both parents may concurrently take up to eight (8) weeks' leave (paid or unpaid) commencing at the time of the birth or placement. Unless otherwise agreed by the Employer, the concurrent leave may be taken in separate periods of not less than two (2) weeks.
- (ii) If the parental leave is birth-related leave for an Employee who is pregnant with, or gives birth to, the child, the period of leave may start:
  - (1) up to six (6) weeks before the expected date of birth; or
  - (2) earlier, if the Employer and Employee agree. but must not start later than the date of the birth.
- (iii) If the leave is adoption-related, the period of leave must start on the day of the placement of the child.
- (iv) Notwithstanding 20(e)(ii) and 20(e)(iii) above, if the Employee has a spouse or de facto partner who is not an Employee and the Employee's spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement and the start of the leave, the period of leave may start at any time within 12 months after the date of birth or day of placement of the child.

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- (v) If a pregnant Employee who is entitled to parental leave continues to work during the six (6) week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate stating:
- (1) Whether the Employee is fit for work; and
  - (2) If the Employee is fit for work, whether it is advisable for the Employee to continue the ordinary duties of their position during the period having regard for: illness or risks arising from the pregnancy; or hazards connected with their substantive position.

The Employer may require the Employee to take a period of unpaid parental leave in circumstances where: the Employee fails to provide a medical certificate within seven (7) days of the Employer's request, or the Employee provides a medical certificate within 7 days of the Employer's request stating either that the Employee is not fit for work, or that the Employee is fit for work but that it is inadvisable for the Employee to continue in their present position for a stated period due to illness or risks arising from the pregnancy; or hazards connected with their substantive position.

(f) Notice and Evidence

- (i) An Employee who intends to take a period of parental leave in accordance with subclause 20(c) is required to notify the Employer of the intended leave start date and end dates at least ten (10) weeks before the start of the leave. The Employee is required to provide reasonable evidence (which may include a medical certificate) of the expected date of the birth or adoption placement, and in the case of adoption placement, that the child will be under 16 years of age at the date of the placement.
- (ii) An Employee who intends to take a second or subsequent period of concurrent leave in accordance with subclause 20(e)(i) is required to notify the Employer at least four (4) weeks prior to the intended leave start date.
- (iii) For the purposes of subclauses 20(f)(i) and 20(f)(ii), in circumstances where the leave start date or end date changes, the Employee is required to notify the Employer of the such change at least four (4) weeks prior to the intended start/end date, unless it is not practicable to do so.
- (iv) Where an Employee initially requested parental leave for a period of less than 12 months, the Employee is entitled to a single extension of the period by giving notice in writing no less than four (4) weeks prior to the original end date. The decision to grant a request for a second or subsequent extension, or to extend the period beyond the 12 month leave period (the "available parental leave period" for the purposes of the NES) will be at the discretion of the Employer.
- (v) Where an Employee requests an additional period of unpaid parental leave in accordance with subclause 20(d)(i), such request shall be submitted in writing no less than four (4) weeks prior to the end date of the initial leave period. The Employer will respond to the request in writing within twenty-one (21) days, advising if the request has been granted or refused, and (if refused) the reasons for refusal.
- (vi) An Employee whose period of parental leave has started, may reduce the period of parental leave the Employee takes, in circumstances where the Employer agrees.

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(vii) In circumstances where:

- (1) the pregnancy ends other than by a child being born alive;
- (2) the child dies after being born; or
- (3) the Employee ceases to be the primary caregiver of the child;

the Employee is required to notify the Employer as soon as practicable. In the circumstances of subclauses 20(f)(vii)(1) or 20(f)(vii)(2) the paid parental leave available under this clause will apply as special leave.

Further, where the pregnancy terminates during the first 20 weeks, the Employee is entitled to access any paid and/or unpaid personal leave entitlements during the notified period/s where the Employee is not fit for work.

(g) Return to Work

(i) On ending parental leave, the Employee is entitled to return to:

- (1) the Employee's substantive position; or
- (2) if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to the substantive position.

(ii) An Employee returning to work after a period of parental leave will have the right to request a lesser number of hours of work while the child is of school age or younger to assist the Employee in reconciling work and parental responsibilities. Such a request must be made in writing as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

(iii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(h) Transfer to Safe Job

(i) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that they are fit for work but it is inadvisable for them to continue in their present position during a stated period because of:

- (1) Illness, or risks, arising out of the pregnancy; or
- (2) hazards connected with the Employee's position;

the Employee will, if the Employer deems it practicable and it is available, be transferred to a safe job with no other change to the Employee's terms and conditions of employment (except where the change is agreed) until the commencement of parental leave. The Employer may require the evidence referred to above to be a medical certificate. The Employer will make all practical efforts to remedy an unsafe situation to allow the Employee to work until their estimated date of birth.

(ii) If the Employer does not think it is reasonably practicable to transfer the Employee to a safe job, including because an appropriate safe job is not available, the Employee may take paid no safe job leave, or the Employer may require the Employee to take paid no safe job leave, immediately for a period

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which ends at the earliest of either:

- (1) when the Employee is certified unfit to work during the six week period before the expected date of birth, by a registered medical practitioner; or
- (2) when the Employee's pregnancy ends.

The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

- (iii) If the Employee has not qualified for unpaid parental leave in accordance with the NES (i.e. has not completed 12 months continuous service) and subclause 20(h)(i) above applies and the Employer cannot find the Employee a safe job, then the Employee is entitled to take unpaid no safe job leave in accordance with the NES.

(i) Other Matters

- (i) Where an Employee is on parental leave, and the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's substantive position, the Employer is required to take all reasonable steps to consult with the Employee in accordance with clause 8 – *Consultation Regarding Change*.
- (ii) Before the Employer engages an Employee to perform the work of another Employee who is taking, or intends to take, parental leave (**replacement Employee**) the Employer must provide information to the replacement Employee in accordance with section 84A the Act.

(j) Carer's leave for pre-natal or parenting classes

If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory attendance at such appointment or class, the Employee may access their carer's leave credit under this Agreement. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

## 21. PUBLIC HOLIDAYS

(a) An Employee shall be entitled to holidays on the following days:

- (i) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
- (ii) The following days, as prescribed in the State of Victoria from time to time including: Australia Day, Anzac Day, King's Birthday, Labour Day and the Friday before the Australian Football League Grand Final; and
- (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.

(b) Holidays in lieu (Full time Monday to Friday Employees and/or part-time Employees engaged to work in wards/units or services (however styled) that operate only on a Monday to Friday basis)

- (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall

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be observed on 28 December.

- (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (c) All Employees (including casuals), other than those referred to in subclause (b) above:
  - (i) Christmas Day shall be observed on 25 December.
  - (ii) Boxing Day shall be observed on 26 December.
  - (iii) New Year's Day shall be observed on 1 January.
  - (iv) When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (d) Where in Victoria or a locality of Victoria, public holidays are declared or prescribed on days other than those set out in (a) and (b) above, those days shall constitute additional holidays for the purpose of this Agreement.
- (e) An Employer and an Employee may agree to substitute another day for a day that would otherwise be a public holiday prescribed in this Clause. Where this occurs, only the substituted day is the public holiday for the purpose of this Clause. The agreement shall be recorded in writing and be available to the affected Employee.
- (f) Payment for ordinary work on public holidays
  - (i) Subject to the arrangements in subclauses (a) to (e) above, for ordinary hours worked by full-time and part-time Employees on a public holiday, the following rates will be paid, calculated on the ordinary rate of pay:

<b>Employee type</b>	<b>Public Holiday</b>
Registered Nurse	200%
Enrolled Nurse	250%
Aged Care Employee	250%

- (ii) Public holidays occurring on rostered days off (Full-time Employees only)
  - (1) Any Registered Nurse shall receive a sum equal to a day's ordinary pay at their ordinary rate of pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday-Friday Employees.
  - (2) If such a day falls on an Enrolled Nurse's or Aged Care Employee's rostered day off and subclause (ii)(3) below does not apply, they shall be entitled to one and a half times the payment for their ordinary day at their ordinary rate of pay; or where there is mutual consent, within four weeks following the date on which such holiday occurred the Employee may take a day and half off in lieu or have a day and a half added to their annual leave.
  - (3) In respect of Easter Saturday, a full-time Enrolled Nurse or full-time Aged Care Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay (calculated at their ordinary rate of pay) in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the Employee may take one day off in lieu or have one day added to their annual leave.

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(iii) Public holidays occurring during annual leave

Subject to subclause (h), where any public holiday occurs during any period of paid annual leave taken by a Registered Nurse or Enrolled Nurse Employee pursuant to the annual leave provisions of this Agreement, the Employee will not be taken to be on annual leave on that public holiday.

(g) Part-time Employees

A part-time Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless they are required to work on the public holiday, notwithstanding the following:

- (i) In determining whether a part-time Employee who works a variable roster is entitled to receive payment at their ordinary rate of pay for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
- (ii) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the Employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the Employee.

## 22. COMPASSIONATE LEAVE

- (a) An Employee is entitled to up to two days' compassionate leave per occasion:
  - (i) For the purpose of spending time with a person who:
    - (1) Is a member of the Employee's immediate family or a member of the Employee's household; and
    - (2) Has contracted or developed a personal illness, or sustained a personal injury, that poses a serious threat to their life; or
  - (ii) After the death of a member of the Employee's immediate family, or a member of the Employee's household; or
  - (iii) After the stillbirth (as defined in the Act) of a child who would have been a member of the Employee's immediate family, or a member of the Employee's household if the child had been born alive; or
  - (iv) After the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act) provided further that this leave entitlement does not apply to a former spouse or former de facto partner of the Employee, or if the miscarriage results in a stillborn child.
- (b) The Employer retains its discretionary right to approve paid leave of up to five (5) days (inclusive of the two days in subclause (a)) per occasion for full-time and part-time Employees.
- (c) Proof of such death or serious illness or injury or miscarriage or stillbirth shall be furnished by the Employee to the satisfaction of the Employer.



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- (d) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period over which the leave is taken. For casual Employees, compassionate leave is unpaid leave.
  - (e) This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

## 23. LONG SERVICE LEAVE

- (a) Entitlement
  - (i) Employees, including casual Registered Nurses, shall be entitled to long service leave as hereinafter provided.
  - (ii) An Employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
  - (iii) An Employee shall have the following entitlement to long service leave:
    - (1) On the completion by the Employee of fifteen years continuous service - 26 weeks' long service leave and thereafter an additional 8.66 weeks' long service leave on the completion of each additional five years' service.
    - (2) In addition, in the case of an Employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1).
    - (3) In the case of an Employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th the period of service (less any period of long service leave taken during the employment. Provided that from the following dates, an Employee who has completed the corresponding minimum period of continuous service and whose employment is terminated for any cause other than serious and wilful misconduct, will be entitled to payment of long service leave equal to 1/60<sup>th</sup> of the period of service (less any period of long service leave taken during the employment):
      - (A) From the date of operation of the Agreement – at least 9 years' service but less than 10 years' service;
      - (B) From 1 July 2024 – at least 8 years' service but less than 10 years' service;
      - (C) From 1 July 2025 – at least 7 years' service but less than 10 years' service.
  - (iv) For removal of doubt, the entitlement to long service leave taken (or paid in lieu) in accordance with this clause 23, at or after 10 years continuous service, will be reduced by any leave taken in advance of entitlement pursuant to clause

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23(f) below.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an Employee was serving in His Majesty's Forces or was made available by the Employer for National Duty.
- (ii) Where a business is transferred from one employer (**the old employer**) to another employer (**the new employer**) an Employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count their service with the old employer as service with the new employer for the purposes of this clause.
- (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
  - (1) The taking of any annual leave or long service leave; or other paid leave approved in writing by the Employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4).
  - (2) Any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
  - (3) Any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (4) Any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the Accident pay clause of this Agreement.
  - (5) Any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
  - (6) Any interruption arising directly or indirectly from an industrial dispute;
  - (7) The dismissal of an Employee, but only if the Employee is re- employed within a period not exceeding two months after the dismissal;
  - (8) Any absence from work of an Employee from work for a period up to twelve months, or longer as agreed, under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
  - (9) In the case of a Registered Nurse, any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
  - (10) Any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of his or her employment not covered by (b)(iii)(4) of this subclause.
- (iv) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in (b)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(10) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (v) The Employer shall keep or cause to be kept a long service record for each

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Employee, containing particulars of service, leave taken and payments made.

(c) Payment in lieu of long service leave on the death of an Employee

Where an Employee who has completed at least ten years service dies while still in the employment of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee. Provided that from the following dates, where the Employee dies while still in the employment of the Employer, and the Employee has completed the corresponding minimum period of continuous service, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/60<sup>th</sup> of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee:

- (i) From the date of operation of the Agreement – at least 9 years' service but less than 10 years' service;
- (ii) From 1 July 2024 – at least 8 years' service but less than 10 years' service;
- (iii) From 1 July 2025 – at least 7 years' service but less than 10 years' service.

(d) Payment for period of leave

(i) Payment to an Employee in respect of long service leave shall be made in one of the following ways:

- (1) In full in advance when the Employee commences their leave; or
- (2) At the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
- (3) In any other way agreed between the Employer and the Employee.

(ii) Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which they are entitled or where any long service leave accrues to an Employee pursuant to (a)(iii)(2) hereof the Employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.

(iii) Where any long service leave accrues to an Employee pursuant (a)(i) hereof the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

(iv) Where an increase occurs in the ordinary rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(e) Taking of leave

(i) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed or in default of agreement as is determined by a member of the Fair Work Commission: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination

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- (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
  - (iii) If the Employer and an Employee so agree:
    - (1) The first six months long service leave to which an Employee becomes entitled under this Agreement may be taken in two or three separate periods; and
    - (2) Any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.
- (f) Leave allowed before due date
- (i) The Employer may by agreement with an Employee that has completed at least 10 years' but less than 15 years' continuous service grant long service leave to the Employee before the entitlement to that leave has accrued, calculated as 1/30th the period of continuous service. Provided that from the following dates, the Employer may by agreement with an Employee that has completed the corresponding minimum period of continuous service, grant long service leave to the Employee before the entitlement to that leave has accrued, calculated as 1/60th the period of continuous service:
    - (1) From the date of operation of the Agreement – at least 9 years' but less than 10 years' continuous service;
    - (2) From 1 July 2024 – at least 8 years' but less than 10 years' continuous service;
    - (3) From 1 July 2025 – at least 7 years' but less than 10 years' continuous service.
  - (ii) Such a request under subclause (f)(i) for the taking of leave before the due date shall not be unreasonably refused, taking into account operational requirements and already scheduled leave.
  - (iii) Where the Employee of an Employer who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.
- (g) Definitions
- (i) For the purposes of this Clause the following definitions apply:
    - (1) **“Pay”** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary rate of pay provided in Appendix 1 and Appendix 2 hereof at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee's ordinary rate of pay which occurred during the period of leave as from the date such increase operates.
    - (2) **“Normal weekly hours”** means the average number of hours worked by the Employee in each week during the:

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- (A) 12 month period;
  - (B) Three (3) year period; or
  - (C) Five (5) year period;
- immediately preceding the taking of Long Service Leave, whichever is the greater.
- (3) **“Month”** shall mean a calendar month.
  - (4) **“Transfer of employment”** shall be in accordance with the provisions of the Act.
- (h) Requests for alterations to payment and quantum of leave
- (i) At the request in writing of the Employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.
  - (ii) Where the Employee is considering making such a request, the Employer recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
  - (iii) The Employer will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing the double the leave at half pay option prior to the request by the Employee being finalised.
- (i) Transition to retirement
- (i) Notwithstanding the above, a permanent Employee who is 60 years or older who plans to retire in the next 24 months and who wishes to reduce their contracted hours, can apply to preserve their accrued long service leave entitlement at the number of hours currently worked for a period of not greater than 24 months.
  - (ii) In the event the Employee decides not to retire within 24 months, all future long service leave taken or paid out beyond that 24 month period is paid at the number of hours being worked at the time leave is taken or paid out.

#### 24. ACCIDENT PAY

Where an entitlement to accident make-up pay arises under this clause any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* shall be deemed to include a reference to the *Workers Compensation Act 1958*, as amended from time to time, and to the *Accident Compensation Act 1985*, as amended from time to time.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

(i) Total incapacity

- (1) Total incapacity In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the *Workplace Injury Rehabilitation and Compensation Act 2013* (hereinafter referred to as the **WIRC Act**) and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the week in question and the total weekly Agreement ordinary rate and weekly over

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Agreement payment for a day Employee which would have been payable under this Agreement for the Employee's normal classification of work for the week in question if they had been performing their normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

(1) In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service or as agreed between the parties) and the total weekly Agreement ordinary rate and weekly over-Agreement payment for a day Employee which would have been payable under this Agreement for the Employee's normal classification of work for the week in question if they had been performing their normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(A) The total weekly Agreement ordinary rate and weekly over-Agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the WIRC Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

(B) For the purposes of the calculation of the total weekly Agreement ordinary rate and weekly over-Agreement payment in (a)(i) and (a)(ii) payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where an Employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(iv) Injury shall be given the same meaning and application as applying under the WIRC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the WIRC Act.

(b) Qualification for payment

Always subject to the terms of this clause, an Employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the WIRC Act be paid accident pay by their Employer who is liable to pay compensation under the WIRC Act, which said liability by the Employer for accident pay may be discharged by another person

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on his behalf, provided that:

- (i) Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WIRC Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from their Employer but such alternative employment is available with another Employer then the relevant amount of accident pay shall be payable.
  - (1) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
  - (2) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to their Employer of the continuing payment of weekly Employees compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
  - (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the WIRC Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
  - (i) Provided however that in the case of a Registered Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (e) Maximum period of payment  
The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) Absences on other paid leave  
An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury  
An Employee upon receiving an injury for which they claim to be entitled to receive accident pay shall give notice in writing of the said injury to their Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.
- (h) Medical examination

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- (i) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the WIRC Act as to medical examination.
  - (ii) Where in accordance with the WIRC Act a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work. Accident pay shall cease from the date of such refusal or failure to commence the work.
- (i) Cessation of weekly payments
- Where there is a cessation or redemption of weekly compensation payments under the WIRC Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.
- (j) Civil damage claims
- (i) An Employee receiving or who has received accident pay shall advise their Employer of any action they may institute or any claim they may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
  - (ii) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to their Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
  - (iii) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to their Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (k) Insurance against liability
- Nothing in this clause shall require an Employer to insure against their liability for accident pay.
- (l) Variations in compensation rates
- Any changes in compensation rates under the WIRC Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.
- (m) Death of an Employee
- All rights to accident pay shall cease on the death of an Employee.

## 25. OCCUPATIONAL HEALTH AND SAFETY



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- (a) The parties to this Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees to the highest level of protection reasonably practical in the circumstances, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.
  - (b) The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.
  - (c) The provisions of this clause of the Agreement shall be read and interpreted in conjunction with the Victorian Occupational Health and Safety Act 2004 and the Victorian Workplace Injury Rehabilitation and Compensation Act 2013 as amended, provided where there is any inconsistency between a provision of this Agreement and the aforementioned Victorian Acts, the Victorian Acts shall prevail to the extent of any inconsistency.
  - (d) The parties to this Agreement recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment for Employee. To this end, this Agreement recognises that Employers and Employees must co-operate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:
    - (i) Manual handling;
    - (ii) Blood borne and other infectious diseases;
    - (iii) Needlesticks;
    - (iv) Violence and aggression;
    - (v) Circumstances that give rise to adverse effects on psychological health
    - (vi) Hazardous substances; and
    - (vii) Security.
  - (e) Health and Safety Representative Training
    - (i) The Employer shall permit health and safety representatives to take such time off work with pay as is necessary or prescribed to attend occupational health and safety training courses approved by the Victorian WorkCover Authority.
    - (ii) Health and safety representatives shall be entitled and encouraged to attend an approved course as soon as practicable but no later than within six months of their election.

## 26. DISCIPLINARY PROCEDURE

- (a) Jewish Care commits itself to effective and efficient performance management. Wherever appropriate, disciplinary action will only be taken after the performance, conduct or behaviour of an Employee has been addressed with that Employee.
- (b) Where disciplinary action is necessary, the management representative shall notify the Employee of the reason(s) in writing and the Employee will be given an opportunity to respond to these reasons. In the event that the Employee's explanation is deemed by the organisation management representative to be unsatisfactory, a first warning may be issued. This warning will be recorded on the Employee's personnel file.
- (c) If the problem continues, the Employee will again be notified in writing of the matter

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and an explanation requested from the Employee. In the event that the Employee's explanation is deemed by the organisation management representative to be unsatisfactory, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.

- (d) In the event that the problem continues, the Employee will again be notified in writing of the matter and an explanation requested. In the event that the Employee's explanation is deemed by the organisation management representative to be unsatisfactory, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- (e) In the event of the matter recurring, then the Employee may be terminated after the matters have been investigated and an explanation sought from the Employee. No dismissals will take place without the authority of the CEO/DON.
- (f) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the Employee is notified that in the event that there are further performance or conduct issues, the Employee may be terminated. Summary dismissal of an Employee may still occur for acts of "serious misconduct".
- (g) During all steps in the Disciplinary Procedure, the Employee has the right to representation of their choice, which may include the ANMF or HSU. The Employer may be represented by the representative of its choice. The procedure may be delayed due to the unavailability of the chosen representative of the Employee or Employer. However, in accordance with the principles of natural justice disciplinary matters are to be dealt with in a timely manner and the process will not be unreasonably delayed on account of the chosen representative of the Employee or the Employer.
- (h) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning will be removed from the Employee's personnel file.
- (i) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Act.

## 27. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the Employer
  - (i) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

- (1) Registered Nurses

<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (2) Enrolled Nurses and Aged Care Employees

<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 1 year	1 week

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1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in (a)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
  - (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts the Employer would have been liable to pay the Employee at the full rate of pay (as defined in the Act) for the ordinary hours the Employee would have worked had the employment continued until the end of the required notice period.
  - (v) The period of notice in this clause does not apply:
    - (1) In the case of dismissal for serious misconduct;
    - (2) To Employees engaged for a specific period of time or for a specific task or tasks;
    - (3) To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
    - (4) To casual Employees.
  - (vi) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in section 22 of the Act.
- (b) Notice of termination by the Employee
- (i) The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.
  - (ii) Subject to the provisions of section 324(1)(b) of the Act and the withholding not being unreasonable in the circumstances, if an Employee fails to give notice as required by subclause (b)(i) above, the Employer shall have the right to withhold monies due to the Employee, other than amounts due to the Employee under the NES, with a maximum amount equal to one week's wages.
- (c) Time off work during notice period
- Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.
- (d) Transfer of business
- Where there is a transfer of employment from one employer to another employer, as set out in the Redundancy clause of this Agreement, the period of continuous service that the Employee had with the Employer (the old employer) is deemed to be service with the new employer and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in

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lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 28. EXAMINATION LEAVE

- (a) Nurses, Personal Care Workers and Leisure and Lifestyle Employees shall be entitled to three days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study. Leave entitlements pursuant to this Clause shall not accumulate from year to year.
- (b) Entitlement to leave pursuant to subclause (a) shall be available to full-time and part-time Employees who are employed to work on average for at least three shifts or 24 hours per week. Payment for the leave is calculated at the Employee's ordinary rate of pay for their ordinary hours of work on the day on which the leave is taken.
- (c) Entitlement to leave pursuant to subclause (a) shall be subject to an Employee having been employed by the Employer for twelve months immediately prior to the taking of examination leave.
- (d) Entitlement to leave pursuant to subclause (a) shall be granted for studies which are related to the requirements of classifications in Schedule 1, relevant to advancement through the career structure and to employment with the Employer and would normally be undertaken in a TAFE, RTO or Tertiary Institution.
- (e) Entitlement to leave pursuant to subclause (a) shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

## 29. STUDY/ EXAMINATION/ CONFERENCE/ PROFESSIONAL DEVELOPMENT

- (a) Full time Employees shall be entitled to four (4) days paid study / examination /conference/professional development leave per annum for the purposes of attending courses/conferences and/or undertaking or preparing for examinations in a relevant course of study conducted by a recognised institution. Part time Employees who work not less than four (4) shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis. Payment for the leave is calculated at the Employee's ordinary rate of pay for their ordinary hours of work on the day on which the leave is taken.
- (b) Leave entitlements pursuant to this clause shall not accumulate from year to year.
- (c) Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.
- (d) Leave under this clause is in addition to the existing examination leave entitlement as prescribed in clause 28 of this Agreement.

## 30. VEHICLE ALLOWANCE

Where an Employee is required and authorised by the Employer to use their own motor vehicle in connection with their duties, they shall be paid an allowance per kilometre in accordance with ATO rates, as amended from time to time.

## 31. HIGHER DUTIES

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An Employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum ordinary rate of pay for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

### 32. SHIFT ALLOWANCES

- (a) In addition to any other rates prescribed elsewhere in this part of this Agreement an Employee whose rostered hours of ordinary duty finish after 6.00 p.m. and at or after 8.00a.m. or commence at or after 6.00p.m. and before 6.30a.m. shall be paid an amount (Early AM / PM Shift allowance) as set out in Appendix 1 (for Registered Nurses and Enrolled Nurses) and Appendix 2 (for Aged Care Employees) per such rostered period of duty.
- (b) Provided that in the case of an Employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00a.m (Night Shift) they shall be paid, in lieu of the amount prescribed in subclause (a), an amount (Night Shift) as set out in Appendix 1 (for Registered Nurses and Enrolled Nurses) and Appendix 2 (for Aged Care Employees) for any such rostered period of duty.
- (c) Provided further that this Clause shall not apply to DON or equivalent.

### 33. CHANGE OF SHIFT ALLOWANCE (ENROLLED NURSE AND AGED CARE EMPLOYEES)

- (a) In the case of a full-time or part-time Enrolled Nurse or Aged Care Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first they shall be paid an amount (Change of Shift) as set out in Appendix 1 (for Enrolled Nurses) and Appendix 2 (for Aged Care Employees) on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause. The change of shift allowance provided for under this Agreement is not payable to Employees in the following circumstances:
  - (i) Where an Employer agrees to a request made on behalf of one or more Employees for changes in shifts. That request may be expressed to include specified periods representing work cycles up to three months in advance.
  - (ii) Where a part-time Employee agrees to work shift(s) or hours in addition to those worked regularly or otherwise.
  - (iii) Where changes in shift occur within the performance of an agreed self rostering system, which means a system of rostering whereby Employees undertake responsibility for the designation of shift arrangements, working days and days off, ensuring always that such system provides adequate and safe staffing levels.
  - (iv) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekend, accrued days off and public holidays.

### 34. REDUNDANCY

- (a) Where the Employer has made a definite decision that it no longer requires the job that an Employee has been doing to be done by anyone, and such decision is not due

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to the ordinary and customary turnover of labour or the insolvency or bankruptcy of the Employer, the Employer shall consult with affected Employees in accordance with the consultation regarding change provision (clause 8) of this Agreement.

#### Transfer to lower paid duties

- (b) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee shall be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks of notice still owing.

#### Severance pay

- (c) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated by reason of redundancy shall be paid the following amount of severance pay in respect of a period of continuous service.

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

#### Definitions

- (d) "Week's pay" means pay, at the ordinary rate of pay, for the Employee concerned for their weekly ordinary hours of work.

#### Employee Leaving During Notice Period

- (e) An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of the remaining period of notice.

#### Alternative Employment

- (f) Where the Employer obtains other acceptable employment for the Employee, the severance payment payable may be reduced (including to nil) subject to an order by FWC.

#### Time off Period of Notice

- (g) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the

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request of the Employer, produce proof of attendance at an interview or they shall not receive payment for the time absent.

- (i) For this purpose, a statutory declaration will be sufficient.

#### Employees with Less than One Year's Continuous Service

- (j) This clause does not apply to Employees with less than one year's continuous service.

#### Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal, or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

#### Transfer of employment

- (l) The provisions of this clause are not applicable in relation to the termination of an Employee's employment with the Employer where:
  - (i) the Employee is offered and accepts employment with a new employer (new employer) which recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer, and there is a transfer of employment in relation to the Employee for the purposes of the Act; or
  - (ii) the Employee rejects an offer of employment with the new employer that:
    - (1) is on terms and conditions substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Employer; and
    - (2) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer; and
    - (3) had the Employee accepted the offer of employment, there would have been a transfer of employment in relation to the Employee for the purposes of the Act.
- (m) The FWC may vary the application of subclause (l)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

### 35. SALARY PACKAGING

- (a) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the Employer and the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (d) The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to

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entering into salary packaging arrangements.

- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

#### 36. NAUSEOUS ALLOWANCE – ENROLLED NURSE AND AGED CARE EMPLOYEES

The ordinary rate of pay provided at Appendices 1 and 2 of this Agreement incorporates payment for the nauseous allowance. Therefore, no separate nauseous allowance is payable.

#### 37. LETTER OF APPOINTMENT & SERVICE AND TRAINING CERTIFICATE

- (a) Each Employee, other than a casual Employee, shall receive a Letter of Appointment, as specified in Appendix 3, stating the place of work, the hours of work, classification, job title and name of applicable industrial instrument (e.g. the Agreement).
- (b) Nothing in this clause shall limit the ability of a part time Employee to agree to work additional shifts at the ordinary rate of pay, save for any other limits prescribed by this Agreement.
- (c) On request of the Employee, upon termination of employment, howsoever occurring, the Employer shall provide the Employee with a Service and Training Certificate, as specified in Appendix 3, detailing the following:
  - (i) The Employee's classification at the time of termination,
  - (ii) The period of the Employee's service,
  - (iii) The relevant contact point at the Employer to verify the information contained in the certificate.
- (d) Upon commencement of employment, the Employer will accept a Service and Training Certificate from the Employee for the purpose of determining the appropriate classification or experience increment, subject to the following:
  - (i) The Employee providing the Employer with a copy of the Certificate,
  - (ii) The issuing employer verifying the contents to the Employer upon request of the Employer (such verification may be verbal or written).

#### 38. NATIONAL TRAINING WAGE

This Agreement shall be read in conjunction with the National Training Wage Schedule (Schedule E to the *Miscellaneous Award 2020*), as amended excluding Clause 10 of this Agreement which shall not apply to trainees.

#### 39. TEAM LEADER ALLOWANCE (ENROLLED NURSES AND AGED CARE EMPLOYEES)

- (a) An Employee will become eligible for the "Team Leader allowance" i.e. where the



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Employee is required by the Employer to perform work as a Team Leader, or work that represents a net addition to the work value of the substantive role of equivalent Employees. The function/duties representing a net addition to work value may be through additional function(s) or a special project assigned and/or an increased emphasis in a core function already undertaken and would be characterised by:

- (i) The additional function/duties of higher work value are a regular and on-going requirement; and/or
  - (ii) The necessity for additional training in a particular aspect of the role, over and above that applicable to equivalent Employees in similar areas; and/or
  - (iii) Experience of three months in the role, coupled with “on the job” training where provided by the Employer; and/or
  - (iv) A greater level of judgement is required from the Employee whereby the Employee is capable of making independent decisions to a degree not generally expected of the equivalent Employee in similar areas; and/or
  - (v) A higher degree of accountability is expected for work undertaken, their peers in similar areas.
- (b) In all cases, work by an Enrolled Nurse that contravenes the scope of practice as defined by the Australian Health Practitioner Regulation Agency at the time of entering into this Agreement shall not be criteria relevant to attraction of the Team Leader Allowance.
  - (c) Provided that an Employee in receipt of an in-charge allowance as provided under the Agreement shall not be entitled to Team Leader Allowance for the same responsibility.
  - (d) Enrolled Nurse  
Any Enrolled Nurse Employee who is appointed as a Team Leader shall be paid the Team Leader allowance per week in Appendix 1 (pro-rata based on the length of the ordinary shift, exclusive of unpaid meal breaks, in which the Employee acts as the appointed ‘Team Leader’), The allowance shall be additional to any other such allowance to which the Employee is entitled.
  - (e) Aged Care Employee  
The Team Leader allowance shall be 10% of the Aged Care Employee’s ordinary rate of pay and paid for the length of the ordinary shift (exclusive of unpaid meal breaks) in which the Employee acts as the appointed ‘Team Leader’.

#### 40. DAYLIGHT SAVING

- (a) If an Employee works on a shift during the time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
- (b) No overtime is payable for the additional hour worked because of daylight saving.

#### 41. WORKLOAD MANAGEMENT

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

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- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
    - (i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
    - (ii) If a solution still cannot be identified and implemented, the matter should be referred to the Residence Manager for further discussion.
    - (iii) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.
  - (c) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
    - (i) Clinical assessment of residents needs;
    - (ii) The demand of the environment such as Residence layout;
    - (iii) Statutory obligation, (including, but not limited to, work health and safety legislation);
    - (iv) Reasonable workloads (such as roster arrangements);
    - (v) Accreditation standards; and
    - (vi) Budgetary considerations.
  - (d) If the issue is still unresolved, the employee/s may advance the matter through Clause 9 Dispute Resolution Procedure.

#### 42. STAFF REPLACEMENT

- (a) The Employer is committed to ensuring efficient flexible rostering of Employees dependent on the service requirements of the residents.
- (b) Replacement of staff is determined on resident requirements. Replacement will occur when the senior person on duty determines that replacement is required. The final decision in respect to staff replacement is the responsibility of management.

#### 43. PAID EMERGENCY SERVICES LEAVE

- (a) In addition to the unpaid community service leave entitlements prescribed in the NES, an Employee who is a member of a recognised voluntary emergency relief organisation (such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the Act, subject to the Employee providing to the Employer:-
  - (i) prior notice of such attendance (unless this is not practicable due to the nature of the emergency); and
  - (ii) evidence that would satisfy a reasonable person that the Employee has been or will be engaging in an eligible emergency management activity.
- (b) Payment for such attendance shall be restricted to a maximum of three shifts per annum (non-cumulative), at the Employee's ordinary rate of pay.

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- (c) Casual Employees shall not be entitled to payment under this clause, but shall still have the right to be absent from work subject to complying with the notice requirements under subclause (a).

#### 44. JURY SERVICE

- (a) An Employee other than a casual Employee (subject to the *Juries Act 2000 (Vic)*), required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary salary they would have received in respect of the ordinary time they would have worked had he or she not been on jury service.
- (b) An Employee shall notify their Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give their Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

#### 45. IN SERVICE EDUCATION AND TRAINING

- (a) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, infection control, food handling provided by the Employer in each twelve month period or as required.
- (b) Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:
  - (i) The length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered.
  - (ii) The length of the training or one (1) hour whichever is the greater, plus reasonable travel time to a maximum of one hour where the training has not been scheduled at the start or finish of a shift for which the Employee is rostered.
- (c) The payment for compulsory training (including E-learning) completed other than during the course of a rostered shift will be at the Employee's ordinary rate of pay (together with the casual loading in the case of a casual Employee), provided that compulsory training (including the allocated time for E-learning) completed outside of a full-time or part-time Employee's rostered ordinary hours and which is in excess of 10 hours in a calendar year will be paid at the applicable overtime penalty rate.
- (d) E-Learning
  - (i) The Employer may require Employees to complete core modules through e-learning and will pay Employees for the approved time taken to complete this training.
  - (ii) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the Employee, modules may be completed outside of working hours.
  - (iii) The Employer will allocate an amount of time and adequate computer resources for the completion of each core module. When an Employee completes a

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module outside of working hours, the Employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module (but a minimum of 30 minutes), subject to subclause (c) above.

- (iv) Where an Employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by:
  - (1) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
  - (2) approving payment for additional time required to complete the module outside working hours. If an Employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and/or
  - (3) taking steps to assist the Employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

#### 46. PURCHASED LEAVE (48/52)

- (a) Staff may apply to purchase an additional four weeks' paid leave. Purchased leave is leave purchased by the Employee through authorised salary deductions made over the corresponding twelve month period.
- (b) Approval is subject to mutual agreement of the Employee and Employer and is subject to operational needs. Approval will be in writing and can be for a total of four weeks' additional paid leave with a proportionate reduction in the Employee's ordinary rate of pay to take into account the increase in leave entitlements.
- (c) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the Employer. Where the Employee ceases to receive additional leave in accordance with this clause, the Employee will revert back to the normal ordinary rate of pay.
- (d) Where the Employee's employment terminates prior to the taking of some or all of the Purchased Leave, deductions made for Purchased Leave not yet taken will be repaid.
- (e) Where the Employee's employment terminates and the amount of Purchased Leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment, other than from amounts due to the Employee under the NES.

#### 47. BLOOD DONORS LEAVE

An Employer will release full-time Employees upon request on a maximum of two occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located nearby.

#### 48. FAMILY VIOLENCE LEAVE

- (a) This clause applies to all Employees, including casuals.

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(b) Definitions

(i) In this clause:

- (1) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- (2) **family member** means:
  - (A) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (B) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (C) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
  - (D) A reference to a spouse or de facto partner in the definition of family member above includes a former spouse or de facto partner.

(c) Entitlement to leave

- (i) An Employee is entitled to 10 days' paid leave (calculated at the Employee's full rate of pay as defined in the Act) if the Employee:
  - (1) Is experiencing family and domestic violence; and
  - (2) needs to do something to deal with the impact of the family and domestic violence; and
  - (3) it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (ii) For casual Employees:
  - (1) the leave entitlement is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;
  - (2) without limiting clause 48(c)(ii)(1), a casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
  - (3) they may take a period of family and domestic violence leave in accordance with clause 48(c)(i) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- (iii) The leave is available in full at the start of each 12 month period of the Employee's employment, but does not accumulate from year to year.
- (iv) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- (v) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
- (vi) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

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- (d) Service and continuity
- (i) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. Paid leave will count as service.
- (e) Notice and evidence requirements
- (i) Notice
- An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
- (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (2) must advise the Employer of the period, or expected period, of the leave.
- (ii) Evidence
- (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 48(c)(i).
- (2) Depending on the circumstances such evidence may include a document issued by the police service, a court, a doctor, a district nurse or maternal and child health nurse, a family violence support service or a lawyer, or a statutory declaration.
- (f) Confidentiality
- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause (e)(ii), is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause (f)(i) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- (iii) The Employer acknowledges that information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer and Employee may consult about the handling of sensitive information.
- (g) Individual Support
- (i) Where appropriate, the Employer will offer an Employee experiencing family violence a broad range of support, including:
- (1) access to:
- (A) leave as set out in subclause 48(c) above;
- (B) accrued annual, personal and/or compassionate leave; and/or
- (C) unpaid leave,
- for absences due to family violence experienced by the Employee;
- (ii) flexible working arrangements, including changes to working times consistent with the needs of the work unit; and
- (iii) change of work location, telephone number or email address.

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(h) Compliance

- (i) An Employee is not entitled to take leave under clause 48 unless the Employee complies with clause 48.

49. EMPLOYEE REPRESENTATION AND INDUSTRIAL TRAINING LEAVE

- (a) An Employee appointed as a representative of an Employee organisation party to this Agreement (per clause 3), shall upon written notification by the Branch Secretary of the organisation to the Employer, be recognised as the accredited representative of that organisation for the particular location.
- (b) An Employee who has been nominated as a representative of the Employee organisation in accordance with subclause 49(a) will be granted up to six (6) days of leave without loss of ordinary pay (payment at the Employee's ordinary rate of pay for their ordinary hours of work on the day/s on which the leave is taken) to attend industrial training in any one (1) calendar year, provided that:
  - (i) the Employee provides no less than four (4) weeks' notice of the intention to attend the industrial training;
  - (ii) the training is intended to contribute to a better understanding of workplace relations by the Employee for the purpose of developing improved workplace relations; and
  - (iii) the Employee provides written documentation from the Employee organisation supporting the objectives of the training per subclause 49(b)(ii).

50. POLICE CHECKS

In accordance with our legislative obligations, Employees are required to undertake police checks during their employment with the Employer. Accordingly, the Employer shall pay the cost of relevant police checks undertaken as required by Employees. This is to be done on commencement of employment and then every three (3) years of employment with Jewish Care Victoria.

51. MINIMUM ENGAGEMENT

For the purposes of this Agreement, the minimum engagement for part-time and casual Employees is 3 hours, and 4 hours for full-time Aged Care Employees. This minimum engagement excludes overtime arrangements and compulsory training (including e-learning) (see clause 45).

52. NOTICE BOARD

The Employer shall make available a Notice Board in the work location accessible to Employees, for the purpose of authorised representatives posting information relating to the observance, application and operation of the Agreement.

53. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and Employee covered by this Agreement may agree to make an

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individual flexibility arrangement to vary the effect of the terms of this Agreement subject if the arrangement:

- (i) Deals with 1 or more of the following matters:
    - (1) Arrangement about when work is performed;
    - (2) Overtime rates;
    - (3) Penalty rates;
    - (4) Allowances;
    - (5) Leave loading; and
  - (ii) Meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters in subclause 53(a)(i); and
  - (iii) Is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
- (i) Are about permitted matters under section 172 of the Act;
  - (ii) Are not unlawful terms under section 194 of the Act; and
  - (iii) Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- (i) Is in writing;
  - (ii) Includes the names of the Employer and the Employee;
  - (iii) Is signed by the Employer and the Employee and, if the Employee is under 18 years of age, signed by the Employee's parent or guardian; and
  - (iv) Includes details of:
    - (1) The terms of the Agreement that will be varied by the arrangement; and
    - (2) How the arrangement will vary the effect of the terms; and
    - (3) How the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (v) States the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) By giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) If the parties agree in writing – at any time.
- (f) The relevant Employee may appoint a representative for the purposes of the procedures in this term.

#### 54. OVERTIME

- (a) An Employer may require any Employee to work reasonable overtime at the appropriate overtime rate. When overtime work is necessary it shall wherever



reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive shifts.

- (b) For full-time Employees, overtime penalty rates in subclause (f) below are payable for authorised work performed in excess of:
  - (i) the Employee's ordinary hours on any one day or shift (which may be up to 10 hours); or
  - (ii) 76 ordinary hours in a fortnightly pay period.
- (c) For part-time Aged Care Employees, overtime penalty rates in subclause (f) below are payable for authorised work performed in excess of:
  - (i) their rostered ordinary hours (which may be up to 10 hours), subject to subclause (e) below;
  - (ii) 10 ordinary hours in a day or a shift; or
  - (iii) 76 ordinary hours in a fortnightly pay period.
- (d) For part-time Nursing Employees, overtime penalty rates in subclause (f) below are payable for authorised work performed in excess of:
  - (i) 76 ordinary hours in a fortnightly pay period; or
  - (ii) the rostered daily ordinary full-time hours (which may be up to 10 hours), provided that:
    - (1) such hours are in excess of the part-time Nursing Employee's rostered ordinary shift; and
    - (2) a part-time Nursing Employee may agree to work additional hours in a rostered shift, or additional shifts, which are to be treated and paid as ordinary hours, provided that all time worked in excess of 10 ordinary hours in a day or shift, or 76 ordinary hours in a fortnight, will be treated and paid as overtime.
- (e) Part-time Aged Care Employees may agree to work additional hours in excess of their rostered ordinary hours, including additional shift/s, which are to be treated and paid as ordinary hours, provided that:
  - (i) all time worked which exceeds 10 ordinary hours in a day or shift or 76 ordinary hours in a fortnightly pay period, will be paid at the applicable overtime penalty rate; and
  - (ii) where a part-time Aged Care Employee is directed by the Employer to work in excess of their rostered ordinary hours, the Employee will be paid at the applicable overtime penalty rate for such excess hours worked.
- (f) For authorised overtime worked by full-time or part-time Employees in accordance with subclauses (b) to (e) above, the following overtime penalty rates are payable which are calculated on the ordinary rate of pay:

<b>Employee type</b>	<b>Monday to Saturday (inclusive)</b>	<b>Sunday</b>	<b>Public Holiday</b>
Registered Nurse	150% for the first two hours, and 200% thereafter	150% for the first two hours, and 200% thereafter	250%
Enrolled Nurse	150% for the first two hours, and 200% thereafter	200%	250%

Aged Care Employee	150% for the first two hours, and 200% thereafter	200%	250%
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- (g) Where the roster has already been published, an agreement to work additional ordinary hours by a part-time Employee under subclauses (d)(ii)(2) and (e) above will constitute a mutually agreed variation to the roster.
- (h) Overtime penalty rates above do not apply to a Director of Nursing (however titled).
- (i) Rest period after overtime
  - (i) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.
  - (ii) An Employee other than a casual Employee who works so much overtime (including recall) between the termination of their last previous rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have at least ten consecutive hours off duty between those times, shall be released after completion of such overtime worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
  - (iii) If on the instructions of the Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty the Employee shall be paid at the rate of double time the ordinary rate of pay until they are released from duty for such rest period and the Employee shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (j) In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer shall provide adequate transport free of cost to the Employee.
- (k) In lieu of receiving payment for overtime worked in accordance with this Clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period.
- (l) Where such accrued time has not been taken within the 28 day period, or remains untaken on termination of employment, or at the request of the Employee at any time, such time shall be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked. Where payment is requested by the Employee, the payment will be made in the next pay period following the request.
- (m) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

## 55. ANNUAL LEAVE

- (a) Base entitlement to annual leave

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- (i) Enrolled Nurses and Aged Care Employees shall be entitled to four weeks' annual leave on ordinary pay for each year of service.
  - (ii) Registered Nurses shall be entitled to 5 weeks' annual leave for each year of service (pro-rata for part-time Employees). This leave entitlement is inclusive of the base NES annual leave entitlement and the additional week under the NES for a 'shiftworker' as defined herein. A 'shiftworker' for the purposes of this clause and the NES is a Registered Nurse Employee who is regularly rostered over seven days of the week and regularly works weekends.
  - (iii) The annual leave prescribed shall be exclusive of any public holidays prescribed in the Public Holidays Clause of this Agreement. Annual leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work, and will accumulate from year to year.
- (b) Payment for annual leave
- (i) Employees shall receive their ordinary pay during all periods of paid annual leave. Ordinary pay for the purposes of this Clause shall mean remuneration for the Employee's ordinary hours of work in the period over which paid annual leave is taken calculated at the ordinary rate of pay, and in addition shall receive the higher of either (1) or (2) below:
    - (1) the sum of the following that the Employee would have received had they not been on annual leave during the relevant period:
      - (A) Over-Agreement payments for ordinary hours of work;
      - (B) Shift work premiums, according to roster or projected roster;
      - (C) Saturday and Sunday premiums, according to roster or projected roster;
      - (D) In-charge allowances; and
      - (E) (for Nurses only) allowances prescribed in the uniform and laundry allowance clause of this Agreement; or
    - (2) A loading equal to 17-1/2% of their ordinary rate of pay multiplied by the number of hours of paid annual leave taken during the relevant period. Provided that for a Registered Nurse such loading shall be on a maximum of 152 hours in respect of any year of service.
- (c) Shift workers
- In addition to the leave prescribed in subclause (a), an Employee who is a shift worker' (as defined herein) will be entitled to one (1) additional week of annual leave per year of service. A shift worker, for the purposes of this clause (and for the purpose of the additional week of annual leave provided for under the NES in respect to Enrolled Nurses and Aged Care Employees), is a full-time or part-time Employee who, during the yearly period of service in respect to which their annual leave accrues:
- (i) For a full-time or part-time Registered Nurse:
    - (1) is required to and works ordinary hours on weekdays and on weekends throughout the 12 month period of service.
  - (ii) For a full-time or part-time Enrolled Nurse:
    - (1) is rostered as part of their ordinary duties and works on 10 or more
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weekends for four hours or more on each occasion; and/or

- (2) is regularly rostered over seven days of the week and regularly works on weekends.
- (iii) For a full-time or part-time Aged Care Employee:
- (1) works four or more ordinary hours on ten or more weekend days; and/or
  - (2) regularly works outside the hours of a day worker (i.e. starts before 6.30am or finishes after 6pm on a regular basis); and/or
  - (3) is regularly rostered to work their ordinary hours outside the span of 6:00am to 6:00pm Monday to Friday.

Provided that a full-time Registered Nurse with 12 months continuous service who, for part of their anniversary year of service is required to work and worked ordinary hours on weekdays and on weekends shall have the leave prescribed in subclause (a)(ii) increased by half a day for each month during which engaged as aforesaid.

(d) Part-time entitlement

- (i) A part-time Employee shall be entitled to annual leave on a pro rata basis of the leave prescribed in (a) for a full-time Employee, based on their ordinary hours of work.

(e) Termination of employment

- (i) If, when the employment of an Employee ends, the Employee has a period of untaken accrued annual leave, the Employer will pay the Employee the amount that would have been payable to the Employee had the Employee taken the period of annual leave.

(f) Time of taking leave

- (i) An Employee with an accrued annual leave entitlement shall be granted such leave as mutually agreed, provided that any request for annual leave by an Employee shall not be unreasonably refused by the Employer. Notwithstanding the provisions of this clause, the Employer may direct an Employee to take a period of annual leave in accordance with subclause 55(l) below.
- (ii) An Employee must provide the Employer with at least 4 weeks' notice of the date from which the Employee proposes to take annual leave unless otherwise mutually agreed between the Employer and Employee, and shall, upon request, be paid prior to proceeding on leave.

(g) Leave taken in advance

- (i) Where the annual leave or any part thereof has been taken in advance by an Employee and:
  - (1) The employment of the Employee is terminated before they have accrued an entitlement to the period of paid annual leave that has been taken in advance; and
  - (2) The sum paid by the Employer to the Employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under subclause (e);
  - (3) The Employer shall not be liable to make any payment to the Employee under (e) and shall be entitled to deduct the amount of such excess from

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any remuneration payable to the Employee upon the termination of the employment, other than amounts due to the Employee under the NES.

- (h) Calculation of continuous service
  - (i) For the purposes of this clause 55, the meaning of service and continuous service will be in accordance with section 22 of the Act.
- (i) On application by the Employee and by agreement with the Employer, annual leave may be taken as a single day.
- (j) Pay in lieu of an amount of annual leave
  - (i) Upon receipt of a written request by an Employee, the Employer may, in a separate written agreement with the Employee, authorise the Employee to receive pay in lieu of an amount of annual leave.
    - (1) The Employee will receive pay in lieu of annual leave that is not less than the Employee's ordinary rate of pay at the time the request is made.
    - (2) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
    - (3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, plus leave loading that would otherwise have been payable, within two weeks of the request being made.
    - (4) Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Employer and Employee.
    - (5) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.
- (k) Personal Leave Whilst on Annual Leave

If an Employee becomes ill or injured while on annual leave on a day they would otherwise have worked, and the Employee as soon as is practicable forwards to the Employer a certificate from a qualified medical practitioner, then the number of days specified in the certificate and in respect to which the Employee would have otherwise worked but for the period of annual leave, will be deducted from any paid personal leave entitlements the Employee has accrued, and re-credited to the Employee's annual leave (pro-rata for part-time). Any annual leave loading paid in accordance with respect of annual leave converted to personal leave in accordance with this clause will not be re-credited.
- (l) Employer Direction to Take Annual Leave – Excessive Annual Leave
  - (i) The Employer may direct an Employee to take a period of annual leave where the Employee has accrued excessive annual leave. Excessive annual leave is defined as accrued leave in excess of 150% of the Employee's yearly annual leave entitlement (e.g. in excess of 7.5 weeks' leave for an Employee who has an entitlement to 5 weeks' leave per year). The Employer will not direct the Employee to reduce the accrued leave to less than 150% of their yearly annual leave entitlement, unless agreed otherwise.

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- (ii) The Employer has an expectation that each Employee will take at least two weeks of annual leave in each year and reserves the right to discuss the taking of leave and fatigue issues where an Employee has not taken any leave for a period longer than six months and does not have leave planned.
  - (iii) Where the Employee has excessive annual leave, and before directing the Employee to take a period of leave, the Employer will:
    - (1) give the Employee a reasonable opportunity to submit a plan to reduce the leave to not less than 150% more than their yearly annual leave entitlement within three months; and
    - (2) not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement, provided the plan will not result in the Employee continuing to have an excessive leave balance taking in to account future accruals between agreeing to the leave plan and the taking of the leave.
  - (iv) Where directing an Employee to take annual leave in accordance with this clause:
    - (1) the Employer will provide at least eight weeks' and not more than 12 months' notice; and
    - (2) the direction will not be inconsistent with any leave arrangement agreed between the Employer and Employee.

## 56. PERSONAL / CARER'S LEAVE

- (a) The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees (except unpaid carer's leave).
- (b) Amount of paid personal/carer's leave
  - (i) Paid personal/carer's leave will be available to an Employee when they are absent:
    - (1) Due to personal illness or injury; or
    - (2) For the purposes of caring or supporting an immediate family or household member who requires the Employee's care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency affecting the member.
  - (ii) The amount of personal/carer's leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues progressively as follows:
    - (1) During the first year of service – seven hours and 36 minutes for each month of service;
    - (2) During the second, third and fourth year of service – 106 hours and 24 minutes in each year;
    - (3) Thereafter – 159 hours and 36 minutes in each year.
  - (iii) Part-time Employees accrue personal/carer's leave on a pro-rata basis to the full-time Employee entitlement, calculated according to their ordinary hours of work and accruing progressively during a year of service.

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(c) Personal leave for personal injury or sickness

- (i) An Employee is entitled to use the full amount of their accrued personal leave entitlement when absent due to personal illness or injury, subject to the conditions set out in this clause.
- (ii) In the event of an Employee becoming unfit for duty due to personal injury or sickness and providing satisfactory evidence of such (a certificate of a registered health practitioner or a Statutory Declaration signed by the Employee shall be satisfactory evidence of personal injury or sickness), the Employee shall, subject to also complying with the notification requirements contained in subclause (iv) of this clause, be entitled to paid personal leave being payment at their ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (iii) Provided that an Employee may be absent through personal injury or sickness for one day without furnishing evidence of such sickness or injury as provided in clause (b)(ii) hereof on not more than three occasions in any one year of service.
- (iv) Employees shall not be eligible for payment of personal leave for personal injury or sickness unless they take all reasonable steps to notify the Employer of their absence from duty:
  - (1) at the earliest possible opportunity and, where practicable, at least two hours before the time the Employee is rostered to commence duty (or in the case of Employees rostered for duty prior to 11.00 a.m. on the day of such absence, the requisite notification shall be one and a half hours before the time rostered to commence duty on the day of such absence) to ensure the Employer's capacity to ensure maintenance of staffing levels and clinical care, provided that if it is not practicable to inform the Employer within the times specified above, Employees shall inform the Employer as soon as practicable thereafter; and
  - (2) such notification shall, as far as is practicable, state the reason for the leave, and the estimated duration of the absence.
- (v) The balance of accrued paid personal/carer's leave entitlements which have not been taken in any year shall be cumulative from year to year.
- (vi) No Employer shall terminate the service of an Employee during the currency of any period of personal leave with the object of avoiding their obligations under this subclause.
- (vii) Employees who are absent on personal leave for personal injury or sickness immediately before or after a public holiday without providing a medical certificate, Statutory Declaration or other evidence satisfactory to the Employer within two working days after their return to work shall not be entitled to be paid for that day absent.
- (viii) Within two days of the Employee's return to work, the Employee shall provide a Statutory Declaration, medical certificate or other acceptable evidence supporting the reasons for the absence.
- (ix) Payment for personal leave for personal injury or sickness shall not be withheld by the Employer until all reasonable steps have been undertaken to investigate the Employee's lack of advice regarding absence from duty. Such an

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investigation must provide the employee with the opportunity to give reason as to why notification was not given.

(d) Carer's Leave

An Employee is entitled to use their accrued personal/carer's leave to provide care or support for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency.

(e) Evidence supporting claim – Carer's leave

(i) When taking leave to provide care or support a member of their immediate family or household who are ill or injured and require care or support, the Employee must, if required by the Employer, establish by production of a certificate issued by a health practitioner or statutory declaration, that the leave was taken to provide care or support to a member of their immediately family or household, that the illness or injury is such that requires care or support by another, and the relationship to the Employee of the person requiring care or support.

(ii) When taking leave to provide care or support a member of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency, that such emergency resulted in the person concerned requiring care or support by the Employee and the relationship to the Employee of the person requiring care or support.

(f) Employee must give notice – carer's leave

The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take carer's leave, the name of the person requiring care or support and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence or otherwise as soon as practicable if it is not practicable to give notice on the day of absence.

(g) Unpaid carer's leave

Where an Employee has exhausted all paid personal/carer's leave entitlements, such Employee (including a casual Employee) is entitled to take unpaid carer's leave to care or support a member of their immediate family or household who is ill or injured and requires care or support or who requires care or support due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (e) and (f) are met. For casual Employees, the leave entitlement is also accessible to provide care or support to a member of their immediate family or household who require care or support due to the birth of a child.

(h) Personal Leave to Attend Appointment

Where an Employee is absent from duty on account of being required to attend a registered health practitioner including but not limited to a chiropractor/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, and such appointment cannot be reasonably obtained outside of the ordinary rostered shift of



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the Employee, the Employee shall be granted out of accrued personal leave entitlements leave of absence.

#### 57. UNIFORM/LAUNDRY AND TOOLS

- (a) Employees required by the Employer to wear uniforms or personal protective equipment (PPE) shall be supplied without cost to Employees.

Subject to subclauses (b) and (c) below, uniforms and PPE issued by the Employer shall remain the property of the Employer and be laundered and maintained by the Employer without cost to the Employee.

- (b) In lieu of the Employer providing uniforms and PPE per subclause 57(a), the Employer may pay Employees a uniform allowance in accordance with Appendix 2, per day or part thereof on duty, or per week, whichever is the lesser amount.

The uniform allowance shall 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 shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

- (c) In lieu of the Employer providing laundering per subclause 57(a), the Employer may pay Employees a laundry allowance in accordance with Appendix 2 per day or part thereof on duty, or per week, whichever is the lesser amount.

- (d) Chefs and cooks will be provided with all necessary tools by the Employer. Therefore, no separate tool allowance will be payable for the supply and maintenance of tools.

#### 58. OVERTIME MEAL ALLOWANCE

- (a) In the following circumstances of overtime work performed, an Employee shall be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be a paid meal allowance in addition to any overtime payment as follows:

(i) Monday to Friday

- (1) shiftworkers – when the Employee is required to work more than one (1) hour of overtime on any shift; or
- (2) all other Employees – when the Employee is required to work more than one (1) hour of overtime after the Employee's usual finishing time; and
- (3) where such overtime exceeds four (4) hours – a further meal allowance shall be paid.

(ii) Saturday and Sunday

- (1) shiftworkers required to work on rostered day off – more than five (5) hours of overtime; or
- (2) all other Employees – more than five (5) hours of overtime; and
- (3) where overtime exceeds more than nine (9) hours – a further meal allowance shall be paid.

- (b) These foregoing provisions shall not apply when an Employee could reasonably return

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home for a meal within the period allowed.

- (c) Meal allowance shall be paid in accordance with Appendix 2.

#### 59. ON-CALL/ RECALL

- (a) All Employees required by the Employer to be “on call” or Aged Care Employees who are required by the Employer to return to duty when off duty and after leaving the Employer’s premises shall be paid, in addition to any other amount payable, an on-call allowance as set out in Appendix 1 (for Nurses) or Appendix 2 (for Aged Care Employees), per period of twelve hours or part thereof.
- (b) Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate.
- (c) Provided that this clause shall not apply to qualified interpreters.

#### 60. JUNIORS

- (a) Junior Aged Care Employees (other than Assistant Gardeners) will be paid the following percentages of the ordinary rate of pay prescribed in Appendix 2 for the classification of work performed by the Junior Employee:

1st year of experience	70%
2nd year of experience	80%
3rd year of experience	90%

Thereafter, or at age 20 years whichever occurs first, the ordinary rate of pay prescribed in Appendix 2.

- (b) Junior Assistant Gardeners will be paid the following percentages of the ordinary rate of pay prescribed in Appendix 2 for the Assistant Gardener classification:

1st year of experience	70%
2nd year of experience	80%
3rd year of experience	90%

Thereafter, or at age 19 years whichever occurs first, the “Assistant Gardener” rate prescribed in Appendix 1.

- (c) Apprentice Cooks will be paid the following percentages of the ordinary rate of pay prescribed in Appendix 2 for the Wage Skill Group 6 (1<sup>st</sup> year of experience) classification:

1st year of experience	55%
2nd year of experience	65%
3rd year of experience	80%
4th year of experience	95%

#### 61. IN CHARGE ALLOWANCES

- (a) In respect of any Aged Care Employee, to whom a “Team Leader” allowance is not payable, the following allowance shall be paid in the event of such Employee being appointed to exercise control over other Employees:

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In charge of 1-9 other Employees	7
In charge of 10-29 other Employees	10
In charge of 30 or more Employees	15

- (b) Such percentage to be calculated upon the ordinary rate of pay payable under Appendix 2 and shall be additional to any other allowance to which the Employee is entitled.
- (c) The provisions of this subclause shall not apply to the following classifications:
  - (i) Chef Grade A
  - (ii) Chef Grade B
  - (iii) Chef Grade C
  - (iv) Chef Grade D
  - (v) Second Cook Grade A
  - (vi) Second Cook Grade B
  - (vii) Second Cook Grade C
  - (viii) Second Cook Grade D
  - (ix) Gardener Superintendent
  - (x) General Services Supervisor
  - (xi) Food Services Supervisor
  - (xii) Clerical Supervisor
  - (xiii) Personal Care Co-ordinator/Supervisor Technical
  - (xiv) Therapy and Personal Care Supervisor

#### 62. HEAT ALLOWANCE

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius, Employees shall also be entitled to twenty minutes rest after every two hours work without deduction of pay.
- (b) It shall be the responsibility of the Employer to ascertain the temperature.

#### 63. MEDICATION DISPENSING ALLOWANCE (PERSONAL CARE WORKER)

A personal care worker who has undertaken appropriate training in order to dispense medication and is required to dispense medication as part of their rostered duties shall be paid an allowance of 4% of the Employee's ordinary rate of pay on any shift when required to dispense medication.

#### 64. QUALIFICATION ALLOWANCE – REGISTERED NURSES

- (a) A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
  - (i) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to sub-clause (a)(ii)

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- (ii) It must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that Employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
- (1) The clinical or other area of work of the Registered Nurse;
  - (2) The classification and position description of the Registered Nurse;
  - (3) Whether the qualification would assist the Registered Nurse in performing their role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
- (iii) A Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after satisfactory evidence of the relevant qualification is submitted to the Employer (or from the commencement of employment where the Employee submits such evidence of the qualification as part of the recruitment process).
- (iv) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse, with the exception of:
- (1) A double degree
  - (2) A four year degree
  - (3) An honours degree
  - (4) A Masters degree
- (v) Certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- (b) A Registered Nurse who holds a Post Basic Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, the Hospital / Graduate Certificate allowance set out in Appendix 2 (pro-rata for part-time and casual Employees).
- (c) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree or honours degree, shall be paid, in addition to their salary, the Diploma / Degree allowance set out in Appendix 2 (pro-rata for part-time and casual Employees).
- (d) A Registered Nurse who holds a Masters (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, the Masters allowance set out in Appendix 2 (pro-rata for part-time and casual Employees).
- (e) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, the Doctorate allowance set out in Appendix 2 (pro-rata for part-time and casual Employees).

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- (f) The above allowances are to be paid during all periods of paid leave except personal/carer's leave beyond 21 days and long service leave.

#### 65. QUALIFICATION ALLOWANCE - ENROLLED NURSES

An Enrolled Nurse will be entitled to a qualification allowance as set out below.

- (a) An Enrolled Nurse who holds a certificate or qualification or component of a qualification (which is in addition to the minimum qualification held by the nurse for registration by the Australian Health Practitioner Regulation Agency) in which it is demonstrated that a component (at least) is applicable to their area of practice and/or work shall be paid the following allowance:
- (i) A certificate or qualification (or at least two certificates of attainment for units of competency from the Diploma or Advanced Diploma of Nursing) totalling a minimum of 120 nominal classroom hours (or a course of six months duration), at the rate of 4% of their ordinary rate of pay for their applicable pay point provided for as set out in Appendix 1;
  - (ii) A certificate or qualification (or at least three certificates of attainment for units of competency from the Diploma or Advanced Diploma totalling a minimum of 240 nominal classroom hours (or a course of twelve months duration) – at the rate of 7.5% of their ordinary rate of pay for their applicable pay point as prescribed in Appendix 1.
- (b) Provided that only one allowance is payable to each eligible Enrolled Nurse, being the allowance for the highest qualification or greater number of certificates held, and provided that the certificate or certificates of attainment or qualification is relevant to the work performed.
- (c) The allowance is to be paid on a pro-rata basis for non-full-time Employees.
- (d) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that Enrolled Nurse holding the certificate/s or qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after satisfactory evidence of the relevant qualification is submitted to the Employer (or from the commencement of employment where the Employee submits such evidence of the qualification as part of the recruitment process).
- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that person's base qualification leading to registration as an Enrolled Nurse, nor can it be claimed for a pre or post-registration course leading to endorsement to administer medication.

#### 66. MEDICATION ADMINISTRATION (ENROLLED NURSE)

The ordinary rates of pay for Enrolled Nurses provided at Appendix 1 of this Agreement and payable from the first full pay period on or after the date of operation of the Agreement incorporate payment for the medication administration allowance. Therefore, no separate medication administration allowance is payable.

#### 67. DIRECTOR OF NURSING

- (a) Jewish Care will appoint a Director of Nursing (howsoever titled) in each facility.

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- (b) A person appointed under subclause (a) must be a Registered Nurse whose name appears in the Register of Nurses kept by the Australian Health Practitioner Regulation Agency for the Nursing and Midwifery Board of Australia.
  - (c) If the Director of Nursing is absent for more than five days, the Employer will appoint a person acting as Director of Nursing (howsoever titled).

#### 68. REGISTERED NURSE 24 HOUR COVERAGE

- (a) For the off-duty period of the Director of Nursing, a Registered Nurse will be rostered to be in charge of the facility to be titled the After Hours Nursing Coordinator.
- (b) The classification for the After Hours Nursing Coordinator shall be Night Nurse in Charge or the applicable NUM rate whichever is the higher.
- (c) Where the Employer is unable to comply with this provision, despite every practical effort being made to comply, including the use of bank and agency Registered Nurses, an Enrolled Nurse shall be appointed to that shift and the provisions of Clause 39 (Team Leader Allowance) shall apply. During such a shift a Registered Nurse must be rostered on call and readily available to assist the Enrolled Nurse.

#### 69. PAY POINT PROGRESSION – ENROLLED NURSES

- (a) Each Enrolled Nurse shall progress on their annual anniversary date from one pay point to the next, having regard to the acquisition and utilisation of skills and knowledge through experience in their practice setting/s over such period, and subject to completing a year of “experience” as defined in clause 7 (working an average of 24 hours or more per week or 3 shifts or more per week, in a year) .
- (b) For the purpose of determining the appropriate pay point on appointment under Schedule 1 regard shall not be had to an Employee's pay point with a prior/other employer to the extent that appointment to that pay point with the prior/other employer was not referable to the Employee's training and experience and skill.
- (c) Recognition of Training Experience and Skill: All relevant training, experience and skills as an enrolled nurse other than such experience predating any break of five or more consecutive years shall be counted for the purposes of determining the appropriate pay point on appointment for Employees appointed thereafter.

#### 70. CEREMONIAL LEAVE

- (a) An Employee who is 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.

#### 71. FLEXIBLE WORKING ARRANGEMENTS

- (a) Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- (b) Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
  - (i) are the parent, or have responsibility for the care, of a child who is school aged or younger;

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- (ii) are a carer (under the *Carer Recognition Act 2010* (Cth));
  - (iii) have a disability;
  - (iv) are 55 years of age or older;
  - (v) are pregnant;
  - (vi) are experiencing family and domestic violence; or
  - (vii) provide care or support to a member of their household or immediate family who requires care or support because the member is experiencing family and domestic violence.
- (c) The Employee is not entitled to make the request unless:
- (i) for an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and
  - (ii) for a casual Employee – the Employee:
    - (1) is a regular casual Employee (as defined in the Act) of the Employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
    - (2) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (d) The request must:
- (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the change.
- (e) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal.
- (f) The further details of flexible working arrangement requests, including the process for the Employer to follow for considering and before responding to a flexible working arrangement request, and the requirements for the Employer's written response if the request is refused or if a different change in working arrangement is agreed, will be in accordance with the NES.
- (g) A dispute relating to a refusal by the Employer to a flexible working arrangement request made by an Employee under s.65(1) of the Act, or a failure by the Employer to provide a written response under s.65A of the Act within 21 days of the Employee making the request, will be handled in accordance with clause 9 (Dispute Resolution Procedure).

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SCHEDULE 1 – EMPLOYMENT CLASSIFICATIONS - NURSES

ENROLLED NURSES

**1.0** Advanced Entry

An employee who completes a Certificate IV in Nursing that entitles the employee to register as an Enrolled Nurse and be endorsed to administer medication shall enter at Pay Point 2 of the salary structure.

An employee who completes a Diploma in Nursing that entitles the employee to register as an Enrolled Nurse shall enter at Pay Point 3 of the salary structure.

- 1.1** "PAY POINT 1" means the pay point to which an employee shall be appointed as an Enrolled Nurse (as defined) where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on "experience" (as defined in clause 7(d)) of not more than one year in the provision of nursing care and/or services.

**Enrolled Nurse Progression within Pay Points 1-8**

As at the date of approval of this Agreement, the Enrolled Nurse Employee shall progress to the next succeeding Pay Point (a single Pay Point progression) upon completion of a year of "experience" (as defined in, and in accordance with, clause 7(d) of this Agreement) at their current Pay Point. Progression is limited to Pay Point 8.



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## REGISTERED NURSES

### Grade 1

A registered nurse in his or her first year of experience following registration as a Registered Nurse with the Australian Health Practitioner Regulation Agency.

### Grade 2

A Registered Nurse, not elsewhere classified, in the second or subsequent years of experience as a Registered Nurse and who:

- (a) On AM shift is the second or subsequent Registered Nurse rostered on the shift (in addition to the Director of Nursing and/or Clinical Care Coordinator however titled) i.e. there is at least one other RN classified at Grade 4 or Grade 5 nurse rostered on the floor, in addition to the DoN and/or Clinical Care Coordinator; and
- (b) On PM, night and weekend shifts works under the direct supervision of a more experienced Registered Nurse who is in charge of the same section or unit within which the RN Grade 2 is working i.e. the RN Grade 2 is not in charge of or responsible for a section or unit of the facility but works under direct supervision.

### Clinical Nurse Specialist

A registered nurse appointed to the grade with either specific post basic qualifications and 12 months' experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties,

or minimum of four years' post basic registration experience, including three years' experience in the relevant specialist field.

### Grade 3

Associate Charge Nurse - a Registered Nurse who is appointed as such and who, within the guidelines and practices established by the Charge Nurse, assists in the overall clinical and administrative management of a ward or unit and deputises for the Charge Nurse when required within these limits.

### Grade 4

A Registered Nurse appointed as a Charge Nurse/ Unit Manager.

A Registered Nurse appointed as such with responsibilities for education.

### Grade 5

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A Registered Nurse appointed as a Night Nurse in Charge - a Registered Nurse appointed as such to be in charge of a facility of 61 or more high care beds, in the after hours shifts (PM, night and weekends) when the Director of Nursing is not on duty.

Education Co-ordinator: A Registered Nurse appointed as an Education Co-ordinator however styled and has responsibility for education services.

A Registered Nurse appointed as Quality Manager. Manager however styled and has responsibility for quality services.

A Registered Nurse appointed as a Clinical Care Coordinator who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility (but does not have managerial responsibilities) in addition to care/lifestyle planning oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents, and who performs duties which substantially include, but are not confined to:

- (i) Providing or assisting with policy advice, development and/or implementation of standards of nursing care; and/or
- (ii) Providing clinical leadership and role modelling for less experienced and non-registered staff; and/or
- (iii) Implementation and evaluation of education or staff development programs relevant to the residential aged care facility.

#### Grade 6

A Registered Nurse appointed as Deputy Director of Nursing and paid as such. A Registered Nurse appointed as such and who deputises for the Director of Nursing and assists in nursing administration.

#### Grade 7

A Registered Nurse appointed as Director of Nursing and paid as such. A Registered Nurse appointed as the principal nursing executive officer, however styled, and who is responsible for the overall managerial, professional, clinical and regulatory aspects of the nursing service (notwithstanding that a Residential Aged Care Facility Clinical Care Coordinator might also be appointed) and who performs duties which may include, but are not confined to:

- (i) Accountability for the standards of nursing practice for the residential aged care facility and for co-ordination of its nursing service;
- (ii) Participating in or having principal responsibility for the management of the residential aged care facility or part thereof, and being accountable for the development and evaluation of nursing policy and management;

- 
- (iii) Providing leadership, direction and management of the residential aged care facility in accordance with relevant organisational policies, objectives and goals;
  - (iv) Management of the budget or aspects of the budget of the residential aged care facility;
  - (v) Responsibility for ensuring that the nursing service meets the changing needs of residents, organisational aims and objectives through proper strategic planning;
  - (vi) Complying and ensuring the compliance of others, with the *Aged Care Act 1997* and other legal requirements pertaining the nursing service of the residential aged care facility.

(h) Nurse Education definitions

**Principal Teacher** - a Registered Nurse (holding a Diploma in Nursing Education or qualification acceptable to the employer) appointed as such to be responsible to the Director of Nursing (as defined) for the administration of a school of nursing and for the overall planning, organisation and implementation of nursing education programmes.

**Deputy Principal Teacher** - a Registered Nurse (holding a Diploma in Nursing Education or a qualification acceptable to the employer) appointed as such and who deputises for the Principal Teacher and is also responsible for an area/areas of administration and teaching.

**Teacher** - a Registered Nurse appointed as such, employed to teach the theory and practice of nursing.

**Teacher - Course/Phase/In-service continuing education** – a Registered Nurse appointed as such, employed to teach the theory and practice of nursing and who has administrative and educational responsibilities including curriculum development (additional to those of “Teacher” [as defined]):

- (a) Co-ordinators of Australian Health Practitioner Regulation Agency approved courses; or
- (b) Co-ordinators of major phases of the general nurse programme (however styled);or
- (c) Co-ordinators of in-service continuing education (staff development) programmes.

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## SCHEDULE 2 – EMPLOYMENT CLASSIFICATIONS - AGED CARE EMPLOYEES LEVEL 1

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.
- No previous experience or training is required.

Indicative tasks performed at this level are:

- General Services
  - Cleaning; attending to a lift, car park or incinerator; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; basic sewing; General Orderly/Portage/Courier functions in hospitals or other health services.
  - Laundry hand
  - Sorter/Packer of Linen
  - Cleaner
  - Assistant Gardener
  - Maintenance/Handyperson (Unqualified)
  - All other employees not elsewhere provided for
- Food Services
  - Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.
  - Food and Domestic Services Assistant
  - Other Cook

### LEVEL 2

An employee at this level:

- Works within established routines, methods and procedures.
- Has limited responsibility, accountability or discretion.

- 
- May work under limited supervision, either individually or in a team.
  - Possesses communication skills.
  - Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

- General Services
  - A window or other specialist cleaner; a laundry worker performing work on his or her own; gardening work requiring no formal qualifications; general housekeeping functions; basic stores work.
  - Cleaner cleaning windows
  - Housekeeper
  - Storeperson
  - Laundry Operator
  - Gardener (non-trade)
- Technical, Clinical and Personal Care
  - Assistant to an Allied Health Assistant (Qualified), therapist or physiotherapist or similar.
  - Allied Health Assistant (Unqualified)

### 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 limited level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses sound communication skills.
- Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

- General Services
  - Stores work by a storeperson working alone; driving small vehicles

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(1.25 tonnes or less) within and between establishments.

- Storeperson employed alone
- Driver 1.25 tonnes or less
- Food Services
  - A person responsible for the conduct of a diet kitchen; an unqualified (non- trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.
  - Dietary Supervisor
  - Cook Employed Alone
  - Diet Cook
  - Sweets Cook
  - Pastry Cook (Other)
- Technical, Clinical and Personal Care
- A person employed to provide personal care for aged or disabled persons in the (non public) extended care sector.
- Personal Care Worker Grade I (Extended Care Sector Only)
- Leisure and Lifestyle Assistant (Unqualified)

#### LEVEL 4

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)
- An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

- Admin/Clerical Services

- 
- Filing, collating, sorting, basic copy typing (non computer), in-house courier work (non-vehicular). A person performing admin/clerical duties under the supervision and direction of a library technician or librarian.
  - General Clerk
  - Typist
  - Food Services
    - An employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results.
  - Food Monitor

## LEVEL 5

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.

Indicative tasks performed at this level are:

- Technical, Clinical and Personal Care
  - A qualified Allied Health Assistant or unqualified Trades Instructor involved in the care, instruction or development and rehabilitation of clients.
- Allied Health Assistant (Qualified)
  - Instructor Trades (Unqualified)
  - General Services
    - An employee performing dedicated security functions; an employee performing transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes); ambulance

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drivers or assistants without first aid certificates or similar relevant training.

- Security Officer Grade 1
- Driver 1.25 tonnes to 3 tonnes

## LEVEL 6

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability.
- Works under limited supervision, either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

- Technical, Clinical and Personal Care
  - Personal Care Worker Grade 2
  - Leisure and Lifestyle Assistant (Cert III)
- Admin/Clerical Services
  - Clerical work associated with the admission and discharge of clients/patients, scheduling of appointments, completion of pro-forma letters; updating statistics; answering telephones; visitor and patient's inquiries; production of receipts; cashiering; basic switchboard operation and the use of overhead paging systems; audio typing and stenography (non medical); calculation of time sheets and payments to staff.
  - Switchboard Operator
  - Receptionist
  - Pay Clerk
- General Services



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- An employee performing transport related functions, including drivers of non- articulated vehicles over 3 tonnes.
  - Driver over 3 tonnes

## LEVEL 7

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- 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:

- Admin/Clerical
  - An admin/clerical employee whose duties involve regular computer related duties of a multi-functional or batch processing nature. A person employed within a library who is undertaking studies to qualify as a library technician.
  - All classifications as per admin/clerical grades 1 & 2 (wage levels 4 & 6) with computer use.
- Computer Clerk
- General Services
  - A handyman with Trade qualifications performing general maintenance duties; a printer with Trade qualifications performing general printing or related duties; a gardener with Trade qualifications performing general gardening duties; a storeperson who is required to regularly access computers in the course of his or her employment; a dedicated Security Officer required to regularly access computers in the course of her or his employment and/or has been provided with relevant training; an employee performing transport related functions, including drivers of articulated vehicles.

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- Maintenance/Handyperson (Trade)
  - Gardener (Trade)
  - Storeperson (Advanced)
  - Driver articulated 12-13 Tonnes
  - Security Officer Grade 2
  - Food Services
    - A Cook or Butcher with relevant qualifications.
    - Second Cook Grade D
    - Trade Cook
    - Butcher

#### LEVEL 8

An employee at this level:

- Is capable of functioning semi autonomously, and prioritising his or her 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.
- 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
- 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:

- Technical, Clinical and Personal Care
  - Personal Care Worker Grade 3

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- Admin/Clerical Services
    - A person undertaking medical audio-typing or stenography or secretarial functions. Provision of Interpreting services by an unqualified Interpreter or assisting a qualified Interpreter in the performance of his or her work.
    - Secretary
    - Interpreter (Unqualified)
  - Food Services
    - A Cook or Chef with relevant qualifications.
    - Chef Grade D
    - Second Cook Grade C
  - Leisure and Lifestyle Assistant (Cert IV)

#### LEVEL 9

An employee at this level:

- Is capable of functioning with a high level of autonomy, and prioritising his or her own 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
- 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:

- Admin/Clerical Services
  - A computer clerk required as a normal consequence of his or her position to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or required to perform more advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.); a Pay

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Clerk with a working knowledge of relevant industrial awards.

- Computer Clerk (Advanced)
- Library Technician
- Pay Clerk (Advanced)
- General Services
  - A Maintenance/Handyperson, Printer or Gardener with post-trade qualifications or specialisation and who is required to work autonomously.
  - Maintenance/Handyperson (Advanced)
  - Gardener (Advanced)
- Food Services
  - A Cook or Chef with relevant qualifications.
  - Second Cook Grade B
  - Chef Grade C

#### LEVEL 10

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own 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
- Will most likely 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:

- Technical, Clinical and Personal Care

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- An Instructor Trades in his or her first year of employment.
  - Instructor Trades (Qualified) Yr. 1
  - Food Services
    - A Cook or Chef with relevant qualifications.
    - Chef B
    - Second Cook A

## LEVEL 11

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own 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
- 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:

- Admin/Clerical Services
  - Provision of personal secretarial support; a qualified Interpreter with NAATI accreditation; supervision, work allocation and rostering and/or guidance of staff.
  - Private Secretary
- General Services
  - Supervision, work allocation, on-the-job training and rostering and/or

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guidance of staff.

- Gardener Superintendent
- General Services Supervisor
- Food Services
  - A Cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff.
  - Chef Grade A
  - Food Services Supervisor
- Technical, Clinical and Personal Care
  - Personal Care Worker Grade 4
  - An Instructor Trades (Qualified) in his or her second year of employment. Personal Care Worker undertaking additional responsibilities and duties. Supervision, work allocation and rostering and/or guidance of staff.
  - Technical, Therapy and Personal Care Supervisor
  - Leisure and Lifestyle Co-ordinator Qualified

### **Technical, Clinical and Personal Care definitions**

#### Allied Health Assistant (Unqualified)

Means a person appointed as such, who is primarily required to perform work of a general nature under the supervision and direction of a Therapist (includes speech, physio and occupational therapy) or Allied Health Assistant (Qualified). Such a person may work under limited supervision, either individually or in a team.

#### Allied Health Assistant (Qualified)

Means a person appointed as such, who has successfully completed either the Allied Health Assistants course conducted by the Mayfield Centre, State Enrolled Nurse course or the Red Cross Handcraft Instructors course conducted by the Red Cross (or who has obtained equivalent qualifications thereto); who under direction and supervision directly assists the Therapist (includes speech, physio and occupational therapy) in carrying out therapeutic procedures and activities and who works at a level beyond that of a Allied Health Assistant (Unqualified).

#### Technical, Therapy and Personal Care Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this Agreement, or the supervision of staff within a Technical, Therapy and Personal Care related department or section (but excluding Pathology Collectors).

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Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

#### Clerical/Administrative Stream Definitions

##### Clerical Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Admin/Clerical Stream of this Agreement or the supervision of staff within an Administrative/Clerical Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

##### Computer Clerk

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is "multi-function administrative" or "batch processing": General Clerk, Typist, Switchboard Operator, Receptionist, Ward Clerk, Inpatients/Out-patients Clerk, Business Machine Operator, Patients' Fee Clerk, Stenographer (Other), Audio Typist (Other), Medical Records Clerk, Casualty Clerk and Pay Clerk.

##### Computer Clerk Advanced

Means an employee required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.)

##### Pay Clerk

Is a person appointed as such who assists the pay officer or other responsible person to calculate time sheets and other relevant duties in the process of preparing payments to staff.

##### Private Secretary

Is a person who in addition to the possessing and using secretarial skills, (e.g. word processing, stenography, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

#### General Services Stream Definitions

##### Gardener Advanced

Means a "Gardener Trade" who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

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#### Gardener (non-trade)

Means an employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

#### Gardener Trade

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

#### General Services Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the General Services Stream of this Agreement or the supervision of staff within a General Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

#### Handyperson Advanced

Is a "Handyperson Trade" who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

#### Handyperson Trade

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the employer.

#### Laundry Operator

Means a person employed as a sole employee in a laundry performing the full range of duties relating to the operation of a laundry.

### Food Services Stream Definitions

#### Chef

Means a person employed as such in a hospital who may be required by the employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

#### Chef Grade A

A chef employed in a hospital with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

#### Chef Grade B



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A chef employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

#### Chef Grade C

A chef employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

#### Chef Grade D

A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

#### Cook Employed Alone

Means a person employed as a sole cook who does not hold trade

qualifications. Food Services Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Food Services Stream of this Agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

#### Other Cook

Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.

#### Second Cook

Means a person employed as such in a hospital who assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.

#### Second Cook Grade A

A second cook employed in a hospital with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

#### Second Cook Grade B

A second cook employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

#### Second Cook Grade C

A second cook employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

#### Second Cook Grade D

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A second cook employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Trade Cook

Means a cook qualified as a tradesperson under the Industrial Training Act 1975 or holding an equivalent qualification acceptable to the employer.

Personal Care Worker Classifications ('PCW')

PCW Grade 1 (w/s Group 3)

Means an employee employed by the Organisation to provide special and personal care to the residents. Such a person will assist with all personal and developmental needs under general supervision and shall not be required possess formal qualifications and will be advised as such upon appointment in writing.

PCW Grade 2 (w/s Group 6)

Means an employee required to undertake the duties outlined for a PCW Grade 1 and who holds at the time of engagement a qualification in Aged Care at Certificate 3 level that has been issued by a registered training organisation; or is required by the organisation to obtain such a certificate. Such a requirement being given in writing prior to the undertaking of the course or by a verbal request that is subsequently reduced to writing.

PCW Grade 3 (w/s Group 8)

Means an employee who is required to undertake the duties outlined for a PCW Grade 1; and who holds at the time of engagement a qualification in Aged Care at Certificate 4 level that has been issued by a Registered Training Organisation; or is required by the organisation to obtain such a certificate. Such a requirement shall be given in writing prior to the undertaking of the course or by a verbal request that is subsequently reduced to writing.

PCW Grade 4 (w/s Group 11)

Is a person engaged to undertake the duties outlined for a PCW Grade 1 and who undertakes additional responsibilities via administrative duties and/or the supervision of staff, other than in a high care facility. Such a person may deputise for the Manager/Supervisor in his or her absence.

Leisure and Lifestyle Assistant (Unqualified)

Means an unqualified person employed to provide activities/diversional therapy in an aged care facility, however titled, or in the home.

Such a person is primarily required to assist with the planning and implementation as well as delivering lifestyle and leisure services related to client/resident enhancement programmes under the supervision and in co-operation with other members of the aged care team.

The employer, where practicable, will assist the person to complete a qualification. Such assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.

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#### Leisure and Lifestyle Assistant (Cert III)

Means a person appointed as such with a qualification at Certificate III level in Leisure and Lifestyle or Diversional Therapy, or other relevant qualification from a Registered Training Organisation. Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes where required under the supervision and direction of a Lifestyle Co-ordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the aged care team.

#### Leisure and Lifestyle Assistant (Cert IV)

Means a person appointed as such with a qualification at Certificate IV level in Leisure and Lifestyle or Diversional Therapy or other relevant qualification from a Registered Training Organisation. Such a person is required to assist in the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes under the supervision and direction of the Lifestyle Co-ordinator, Therapist, Allied Health Professional or other staff member in cooperation with other members of the aged care team. This employee maybe required to hold a First Aid Certificate and may also be required to hold a Victorian Bus Driving Licence.

#### Leisure and Lifestyle Co-ordinator Qualified

Means a person who has suitable experience and has successfully completed at least a diploma from a registered training organisation or its equivalent. The person performs work which involves responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving Licence.

## APPENDIX 1 – WAGES RATE SCHEDULE – NURSES

Enrolled Nurses	Current		Effective FFPPOA 1 February 2023 2.75% Increase		Effective FFPPOA 1 July 2023		Effective FFPPOA the date of operation of the Agreement*		Effective FFPPOA 1 July 2024 2.75% Increase		Effective FFPPOA 1 July 2025 2.75% Increase	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Paypoint												
1	1065.0412	28.0274	1094.3298	28.7982	1237.9698	32.5782	1287.4886	33.8813	1322.8946	34.8130	1359.2742	35.7704
2	1085.4928	28.5656	1115.3439	29.3512	1261.2639	33.1912	1311.7144	34.5188	1347.7866	35.4681	1384.8507	36.4434
3	1105.0514	29.0803	1135.4403	29.8800	1283.2603	33.7700	1334.5907	35.1208	1371.2920	36.0866	1409.0025	37.0790
4	1125.6246	29.6217	1156.5793	30.4363	1306.2993	34.3763	1358.5512	35.7513	1395.9114	36.7345	1434.2990	37.7447
5	1141.5276	30.0402	1172.9196	30.8663	1324.1596	34.8463	1377.1260	36.2402	1414.9970	37.2368	1453.9094	38.2608
6	1162.9862	30.6049	1194.9683	31.4465	1346.2083	35.4265	1400.0567	36.8436	1438.5582	37.8568	1478.1186	38.8979
7	1183.0540	31.1330	1215.5880	31.9892	1366.8280	35.9692	1421.5011	37.4079	1460.5924	38.4366	1500.7587	39.4936
8	1202.3656	31.6412	1235.4307	32.5113	1386.6707	36.4913	1442.1375	37.9510	1481.7963	38.9946	1522.5457	40.0670

\* The rates incorporate payment of the medication administration allowance

Allowances	Current	Effective FFPPOA 1 February 2023 2.75% Increase	Effective from the FFPPOA 1 July 2023	Effective FFPPOA the date of operation of the Agreement	Effective FFPPOA 1 July 2024 2.75% Increase	Effective FFPPOA 1 July 2025 2.75% Increase
	\$	\$		\$	\$	\$
Early AM Shift (per shift)	26.6260	27.3582	30.9492	32.1872	33.0723	33.9818
PM Shift (per shift)	26.6260	27.3582	30.9492	32.1872	33.0723	33.9818
Night Shift (per shift)	53.2521	54.7165	61.8985	64.3744	66.1447	67.9637
Change of Shift	42.6016	43.7731	46.6184	48.4806	49.8138	51.1837
Change of Roster	26.6260	27.3582	29.1365	30.3004	31.1337	31.9898
On Call (per 12 hour period)	26.6000	53.2000	61.8985	64.3744	66.1447	67.9637
Team Leader (max. per week)	106.5041	109.4330	116.5460	121.2015	124.5345	127.9592
<b>Uniform – lesser of:</b>						
Per day	1.6900	1.7365	1.7365	1.7365	1.7842	1.8333
Per Week	8.6100	8.8468	8.8468	8.8468	9.0901	9.3400
<b>Laundry – lesser of:</b>						
Per day	0.4500	0.4624	0.4624	0.4624	0.4751	0.4882
Per Week	2.0500	2.1064	2.1064	2.1064	2.1643	2.2238
Meal	13.8924	14.2744	14.2744	14.2744	14.6670	15.0703
Qualification allowance (2 units of competency as defined)	4%	4%	4%	4%	4%	4%
Qualification allowance (3 units of competency as defined)	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%

Registered Nurses	Current		Effective FFPOA 1 February 2023 2.75% Increase		Effective FFPOA 1 July 2023		Effective FFPOA 1 July 2024 2.75% Increase		Effective FFPOA 1 July 2025 2.75% Increase	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Grade 1	1131.9364	29.7878	1163.0647	30.6070	1316.9647	34.6570	1353.1812	35.6100	1390.3937	36.5893
Grade 2 - Year 1	1264.7806	33.2837	1299.5621	34.1990	1460.3021	38.4290	1500.4604	39.4858	1541.7230	40.5717
Grade 2 - Year 2	1452.7856	38.2312	1492.7372	39.2826	1662.5972	43.7526	1708.3186	44.9558	1755.2974	46.1920
Grade 2 - Year 3	1549.2182	40.7689	1591.8217	41.8900	1776.5017	46.7500	1825.3555	48.0357	1875.5528	49.3567
CNS	1575.5978	41.4631	1618.9267	42.6033	1811.5867	47.6733	1861.4054	48.9844	1912.5940	50.3314
Grade 3 - Year 1	1592.3862	41.9049	1636.1768	43.0573	1825.7968	48.0473	1876.0062	49.3686	1927.5964	50.7262
Grade 3 - Year 2	1616.7442	42.5459	1661.2047	43.7159	1860.7047	48.9659	1911.8740	50.3125	1964.4506	51.6961
Grade 4 - Year 1	1733.7538	45.6251	1781.4320	46.8798	1987.0120	52.2898	2041.6549	53.7278	2097.8004	55.2053
Grade 4 - Year 2	1779.9466	46.8407	1828.8951	48.1288	2045.4951	53.8288	2101.7462	55.3091	2159.5443	56.8301
Grade 5: 13-50 Beds	1866.2826	49.1127	1917.6054	50.4633	2152.4454	56.6433	2211.6376	58.2010	2272.4577	59.8015
Grade 5: 51-200 Beds	1902.3826	50.0627	1954.6981	51.4394	2206.2581	58.0594	2266.9302	59.6560	2329.2708	61.2966
Grade 5: 201-400 Beds	1973.8340	51.9430	2028.1144	53.3714	2279.6744	59.9914	2342.3655	61.6412	2406.7805	63.3363
Grade 5: 401-600 Beds	2046.5280	53.8560	2102.8075	55.3370	2369.1875	62.3470	2434.3402	64.0616	2501.2845	65.8233
Grade 5: 601 and over Beds	2118.7280	55.7560	2176.9930	57.2893	2443.3730	64.2993	2510.5658	66.0675	2579.6063	67.8844
Grade 7: Less than 13 beds	1902.3864	50.0628	1954.7020	51.4395	2191.8220	57.6795	2252.0971	59.2657	2314.0298	60.8955

Allowances	Current	Effective FFPOA 1 February 2023 2.75% Increase	Effective FFPOA 1 July 2023	Effective FFPOA 1 July 2024 2.75% Increase	Effective FFPOA 1 July 2025 2.75% Increase
	\$	\$	\$	\$	\$
Early AM Shift (per shift)	28.2984	29.0766	32.9241	33.8295	34.7598
PM Shift (per shift)	28.2984	29.0766	32.9241	33.8295	34.7598
Night Shift (per shift)	56.5987	58.1551	65.8482	67.6590	69.5196
Change of Roster	31.6195	32.4890	32.5900	33.4862	34.4071
On Call (per 12 hour period)	31.6195	63.2390	73.0151	75.0230	77.0861
<b>Uniform – lesser of:</b>					
Per day	1.6900	1.7365	1.7365	1.7843	1.8333

Per Week	8.6100	8.8468	8.8468	9.0901	9.3401
<b>Laundry – lesser of:</b>					
Per day	0.4500	0.4624	0.4624	0.4751	0.4882
Per Week	2.0500	2.1064	2.1064	2.1643	2.2238
Meal Allowance	13.8924	14.2744	14.2744	14.6669	15.0703
<b>Qualification</b> (per week, pro-rata for part-time and casual)					
Hospital / Graduate Certificate	50.5912	51.9825	52.1441	53.5781	55.0515
Diploma / Degree	82.2107	84.4715	84.7341	87.0643	89.4586
Masters	94.8585	97.4672	97.7701	100.4588	103.2214
Doctorate	107.5056	110.4620	110.8061	113.8533	116.9842

**APPENDIX 2 – WAGES RATE SCHEDULE – AGED CARE EMPLOYEES**

Wage/Skill Group	Current		Effective FPPOA 1 February 2023 2.75% Increase		Effective FPPOA 1 July 2023		Effective FPPOA 1 July 2024 2.75% Increase		Effective FPPOA 1 July 2025 2.75% Increase	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
<b>Wage/Skill Group 1</b>	891.9284	23.4718	916.46	24.1173	947.00	24.9211	973.04	25.6064	999.80	26.3106
<b>Wage/Skill Group 2</b>										
1st year of exp	893.8816	23.5232	918.46	24.1701	947.00	24.9211	973.04	25.6064	999.80	26.3106
2nd year of exp	905.3196	23.8242	930.22	24.4794	950.76	25.0200	976.91	25.7081	1003.77	26.4150
3rd year of exp	917.5404	24.1458	942.77	24.8098	954.56	25.1200	980.81	25.8108	1007.78	26.5206
4th year of exp	922.7920	24.2840	948.17	24.9518	958.36	25.2200	984.71	25.9136	1011.79	26.6262
5th year of exp	931.8778	24.5231	957.50	25.1975	962.16	25.3200	988.62	26.0163	1015.81	26.7317
6th year of exp	940.9636	24.7622	966.84	25.4432	965.96	25.4200	992.52	26.1191	1019.82	26.8373
<b>Wage/Skill Group 3</b>										
1st year of exp	913.0716	24.0282	938.18	24.6890	962.16	25.3200	988.62	26.0163	1015.81	26.7317
2nd year of exp	924.5096	24.3292	949.93	24.9983	965.96	25.4200	992.52	26.1191	1019.82	26.8373
3rd year of exp	936.7228	24.6506	962.48	25.3285	969.76	25.5200	996.43	26.2218	1023.83	26.9429
4th year of exp	941.9744	24.7888	967.88	25.4705	973.56	25.6200	1000.33	26.3246	1027.84	27.0485
5th year of exp	951.0640	25.0280	977.22	25.7163	977.36	25.7200	1004.24	26.4273	1031.85	27.1541
6th year of exp	960.1498	25.2671	986.55	25.9619	986.55	25.9619	1013.68	26.6759	1041.56	27.4095
<b>Wage/Skill Group 4</b>										
1st year of exp	922.6590	24.2805	948.03	24.9482	983.40	25.8789	1010.44	26.5906	1038.23	27.3219
2nd year of exp	934.1008	24.5816	959.79	25.2576	987.24	25.9800	1014.39	26.6945	1042.28	27.4285
3rd year of exp	946.3140	24.9030	972.34	25.5878	991.04	26.0800	1018.29	26.7972	1046.30	27.5341
4th year of exp	951.5732	25.0414	977.74	25.7300	994.84	26.1800	1022.20	26.9000	1050.31	27.6397
5th year of exp	960.6552	25.2804	987.07	25.9756	998.64	26.2800	1026.10	27.0027	1054.32	27.7453
6th year of exp	969.7410	25.5195	996.41	26.2213	1002.44	26.3800	1030.01	27.1055	1058.33	27.8508
<b>Wage/Skill Group 5</b>										
1st year of exp	945.2576	24.8752	971.25	25.5593	991.04	26.0800	1018.29	26.7972	1046.30	27.5341
2nd year of exp	956.6918	25.1761	983.00	25.8684	998.64	26.2800	1026.10	27.0027	1054.32	27.7453
3rd year of exp	968.9088	25.4976	995.55	26.1988	1002.44	26.3800	1030.01	27.1055	1058.33	27.8508
4th year of exp	974.1604	25.6358	1000.95	26.3408	1006.24	26.4800	1033.91	27.2082	1062.34	27.9564
5th year of exp	983.2500	25.8750	1010.29	26.5866	1010.29	26.5866	1038.07	27.3177	1066.62	28.0689
6th year of exp	992.3396	26.1142	1019.63	26.8323	1019.63	26.8323	1047.67	27.5702	1076.48	28.3284
<b>Wage/Skill Group 6</b>										
1st year of exp	954.9780	25.1310	981.24	25.8221	995.00	26.1843	1022.36	26.9043	1050.48	27.6442
2nd year of exp	966.4084	25.4318	992.98	26.1312	998.64	26.2800	1026.10	27.0027	1054.32	27.7453
3rd year of exp	978.6254	25.7533	1005.54	26.4615	1005.54	26.4615	1033.19	27.1892	1061.60	27.9369
4th year of exp	983.8770	25.8915	1010.93	26.6035	1010.93	26.6035	1038.73	27.3351	1067.30	28.0868
5th year of exp	992.9704	26.1308	1020.28	26.8494	1020.28	26.8494	1048.33	27.5878	1077.16	28.3464

Wage/Skill Group	Current		Effective FFPPOA 1 February 2023 2.75% Increase		Effective FFPPOA 1 July 2023		Effective FFPPOA 1 July 2024 2.75% Increase		Effective FFPPOA 1 July 2025 2.75% Increase	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
6th year of exp	1002.0562	26.3699	1029.61	27.0951	1029.61	27.0951	1057.93	27.8402	1087.02	28.6058
<b>Wage/Skill Group 7</b>										
1st year of exp	975.8020	25.6790	1002.64	26.3852	1028.74	27.0720	1057.03	27.8165	1086.09	28.5814
2nd year of exp	987.2400	25.9800	1014.39	26.6945	1032.46	27.1700	1060.85	27.9172	1090.03	28.6849
3rd year of exp	999.4570	26.3015	1026.94	27.0248	1036.26	27.2700	1064.76	28.0199	1094.04	28.7905
4th year of exp	1004.7086	26.4397	1032.34	27.1668	1040.06	27.3700	1068.66	28.1227	1098.05	28.8960
5th year of exp	1013.7944	26.6788	1041.67	27.4125	1043.86	27.4700	1072.57	28.2254	1102.06	29.0016
6th year of exp	1022.8802	26.9179	1051.01	27.6581	1051.01	27.6581	1079.91	28.4187	1109.61	29.2003
<b>Wage/Skill Group 8</b>										
1st year of exp	992.5904	26.1208	1019.89	26.8391	1036.26	27.2700	1064.76	28.0199	1094.04	28.7905
2nd year of exp	1004.0208	26.4216	1031.63	27.1482	1040.06	27.3700	1068.66	28.1227	1098.05	28.8960
3rd year of exp	1016.2378	26.7431	1044.18	27.4785	1044.18	27.4785	1072.90	28.2342	1102.40	29.0106
4th year of exp	1021.4932	26.8814	1049.58	27.6206	1049.58	27.6206	1078.45	28.3802	1108.11	29.1607
5th year of exp	1030.5790	27.1205	1058.92	27.8663	1058.92	27.8663	1088.04	28.6326	1117.96	29.4200
6th year of exp	1039.6686	27.3597	1068.26	28.1121	1068.26	28.1121	1097.64	28.8852	1127.82	29.6795
<b>Wage/Skill Group 9</b>										
1st year of exp	1015.5614	26.7253	1043.49	27.4602	1084.15	28.5302	1113.96	29.3148	1144.60	30.1210
2nd year of exp	1026.9994	27.0263	1055.24	27.7695	1087.94	28.6300	1117.86	29.4173	1148.60	30.2263
3rd year of exp	1039.2164	27.3478	1067.79	28.0999	1091.74	28.7300	1121.76	29.5201	1152.61	30.3319
4th year of exp	1044.4642	27.4859	1073.19	28.2418	1095.54	28.8300	1125.67	29.6228	1156.62	30.4375
5th year of exp	1053.5538	27.7251	1082.53	28.4875	1099.34	28.9300	1129.57	29.7256	1160.64	30.5430
6th year of exp	1062.6434	27.9643	1091.87	28.7333	1103.14	29.0300	1133.48	29.8283	1164.65	30.6486
<b>Wage/Skill Group 10</b>										
1st year of exp	1065.1666	28.0307	1094.46	28.8015	1094.46	28.8015	1124.56	29.5936	1155.48	30.4074
2nd year of exp	1076.6046	28.3317	1106.21	29.1108	1106.21	29.1108	1136.63	29.9114	1167.89	30.7339
3rd year of exp	1088.8216	28.6532	1118.76	29.4412	1118.76	29.4412	1149.53	30.2508	1181.14	31.0827
4th year of exp	1094.0694	28.7913	1124.16	29.5831	1124.16	29.5831	1155.07	30.3966	1186.84	31.2325
5th year of exp	1103.1552	29.0304	1133.49	29.8287	1133.49	29.8287	1164.66	30.6490	1196.69	31.4919
6th year of exp	1112.2486	29.2697	1142.84	30.0746	1142.84	30.0746	1174.26	30.9017	1206.56	31.7515
<b>Wage/Skill Group 11</b>										
1st year of exp	1112.6248	29.2796	1143.22	30.0848	1143.22	30.0848	1174.66	30.9121	1206.96	31.7622
2nd year of exp	1124.0628	29.5806	1154.97	30.3941	1154.97	30.3941	1186.74	31.2299	1219.37	32.0887
3rd year of exp	1136.2760	29.9020	1167.52	30.7243	1167.52	30.7243	1199.63	31.5692	1232.62	32.4374
4th year of exp	1141.5276	30.0402	1172.92	30.8663	1172.92	30.8663	1205.17	31.7151	1238.32	32.5873
5th year of exp	1150.6134	30.2793	1182.26	31.1120	1182.26	31.1120	1214.77	31.9676	1248.17	32.8467
6th year of exp	1159.7068	30.5186	1191.60	31.3579	1191.60	31.3579	1224.37	32.2202	1258.04	33.1063



Wage/Skill Group	Current		Effective FFPOA 1 February 2023 2.75% Increase		Effective FFPOA 1 July 2023		Effective FFPOA 1 July 2024 2.75% Increase		Effective FFPOA 1 July 2025 2.75% Increase	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
<b>Laundry Hand, Cleaner</b>										
1st year of exp	891.9284	23.4718	916.46	24.1173	946.99	24.9208	973.03	25.6061	999.79	26.3103
2nd year of exp	836.9931	23.7721	928.18	24.4258	950.76	25.0200	976.91	25.7081	1003.77	26.4150
3rd year of exp	848.4471	24.0930	940.71	24.7556	954.56	25.1200	980.81	25.8108	1007.78	26.5206
4th year of exp	853.3738	24.2309	946.10	24.8972	958.36	25.2200	984.71	25.9136	1011.79	26.6262
5th year of exp	861.8940	24.4695	955.41	25.1424	962.16	25.3200	988.62	26.0163	1015.81	26.7317
6th year of exp	870.4142	24.7081	964.73	25.3876	965.96	25.4200	992.52	26.1191	1019.82	26.8373
<b>Laundry Operator</b>										
1st year of exp	893.8816	23.5232	918.46	24.1701	962.16	25.3200	988.62	26.0163	1015.81	26.7317
2nd year of exp	905.3196	23.8242	930.22	24.4794	965.96	25.4200	992.52	26.1191	1019.82	26.8373
3rd year of exp	917.5404	24.1458	942.77	24.8098	969.76	25.5200	996.43	26.2218	1023.83	26.9429
4th year of exp	922.7920	24.2840	948.17	24.9518	973.56	25.6200	1000.33	26.3246	1027.84	27.0485
5th year of exp	931.8778	24.5231	957.50	25.1975	977.36	25.7200	1004.24	26.4273	1031.85	27.1541
6th year of exp	940.9636	24.7622	966.84	25.4432	986.55	25.9619	1013.68	26.6759	1041.56	27.4095
<b>Personal Care Worker Gr 1</b>										
1st year of exp	928.7276	24.4402	954.27	25.1123	1130.90	29.7605	1162.00	30.5789	1193.95	31.4199
2nd year of exp	940.1618	24.7411	966.02	25.4215	1134.68	29.8600	1165.88	30.6812	1197.95	31.5249
3rd year of exp	952.3712	25.0624	978.56	25.7516	1138.48	29.9600	1169.79	30.7839	1201.96	31.6305
4th year of exp	957.6266	25.2007	983.96	25.8937	1142.28	30.0600	1173.69	30.8867	1205.97	31.7360
5th year of exp	966.7162	25.4399	993.30	26.1395	1146.08	30.1600	1177.60	30.9894	1209.98	31.8416
6th year of exp	975.8020	25.6790	1002.64	26.3852	1149.88	30.2600	1181.50	31.0922	1213.99	31.9472
<b>Personal Care Worker Gr 2</b>										
1st year of exp	957.2504	25.1908	983.57	25.8835	1144.20	30.1105	1175.67	30.9386	1208.00	31.7894
2nd year of exp	976.2200	25.6900	1003.07	26.3965	1147.92	30.2085	1179.49	31.0392	1211.93	31.8928
3rd year of exp	994.1522	26.1619	1021.49	26.8814	1162.47	30.5914	1194.44	31.4326	1227.29	32.2970
4th year of exp	999.4038	26.3001	1026.89	27.0234	1167.87	30.7334	1199.98	31.5785	1232.98	32.4469
5th year of exp	1008.4934	26.5393	1036.23	27.2691	1177.21	30.9791	1209.58	31.8311	1242.84	32.7064
6th year of exp	1017.5792	26.7784	1045.56	27.5148	1186.54	31.2248	1219.17	32.0835	1252.70	32.9658
<b>Personal Care Worker Gr 3</b>										
1st year of exp	1008.2426	26.5327	1035.97	27.2623	1183.00	31.1316	1215.53	31.9877	1248.96	32.8674
2nd year of exp	1019.6806	26.8337	1047.72	27.5716	1193.64	31.4116	1226.47	32.2754	1260.19	33.1630
3rd year of exp	1031.8938	27.1551	1060.27	27.9019	1206.19	31.7419	1239.36	32.6148	1273.44	33.5117
4th year of exp	1037.1416	27.2932	1065.66	28.0438	1211.58	31.8838	1244.90	32.7606	1279.14	33.6615
5th year of exp	1046.2274	27.5323	1075.00	28.2894	1220.92	32.1294	1254.49	33.0130	1288.99	33.9209
6th year of exp	1055.3208	27.7716	1084.34	28.5353	1230.26	32.3753	1264.09	33.2656	1298.86	34.1804
<b>Personal Care Worker Gr 4</b>										

Wage/Skill Group	Current		Effective FFPOA 1 February 2023 2.75% Increase		Effective FFPOA 1 July 2023		Effective FFPOA 1 July 2024 2.75% Increase		Effective FFPOA 1 July 2025 2.75% Increase	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
1st year of exp	1127.7754	29.6783	1158.79	30.4945	1315.35	34.6145	1351.52	35.5664	1388.69	36.5444
2nd year of exp	1139.2096	29.9792	1170.54	30.8036	1327.10	34.9236	1363.59	35.8840	1401.09	36.8708
3rd year of exp	1151.4190	30.3005	1183.08	31.1338	1339.64	35.2538	1376.48	36.2232	1414.34	37.2194
4th year of exp	1156.6782	30.4389	1188.49	31.2760	1345.05	35.3960	1382.04	36.3694	1420.04	37.3695
5th year of exp	1165.7640	30.6780	1197.82	31.5216	1354.38	35.6416	1391.63	36.6218	1429.90	37.6289
6th year of exp	1174.8498	30.9171	1207.16	31.7673	1363.72	35.8873	1401.22	36.8742	1439.75	37.8883
<b>Leisure and Lifestyle (WSG 3)</b>										
1st year of exp	913.07	\$24.0282	938.18	24.6890	1130.90	29.7605	1162.00	30.5789	1193.95	31.4199
2nd year of exp	924.51	\$24.3292	949.93	24.9983	1134.68	29.8600	1165.88	30.6812	1197.95	31.5249
3rd year of exp	936.72	\$24.6506	962.48	25.3285	1138.48	29.9600	1169.79	30.7839	1201.96	31.6305
4th year of exp	941.97	\$24.7888	967.88	25.4705	1142.28	30.0600	1173.69	30.8867	1205.97	31.7360
5th year of exp	951.06	\$25.0280	977.22	25.7163	1146.08	30.1600	1177.60	30.9894	1209.98	31.8416
6th year of exp	960.15	\$25.2671	986.55	25.9619	1149.88	30.2600	1181.50	31.0922	1213.99	31.9472
<b>Leisure and Lifestyle (WSG 6)</b>										
1st year of exp	954.98	\$25.1310	981.24	25.8221	1144.20	30.1105	1175.66	30.9385	1208.00	31.7893
2nd year of exp	966.41	\$25.4318	992.98	26.1312	1147.98	30.2100	1179.55	31.0408	1211.99	31.8944
3rd year of exp	978.63	\$25.7533	1005.54	26.4615	1151.78	30.3100	1183.45	31.1435	1216.00	32.0000
4th year of exp	983.88	\$25.8915	1010.93	26.6035	1155.79	30.4155	1187.57	31.2520	1220.23	32.1114
5th year of exp	992.97	\$26.1308	1020.28	26.8494	1161.26	30.5594	1193.19	31.3998	1226.00	32.2633
6th year of exp	1002.06	\$26.3699	1029.61	27.0951	1170.59	30.8051	1202.78	31.6522	1235.86	32.5226
<b>Leisure and Lifestyle (WSG 8)</b>										
1st year of exp	992.59	\$26.1208	1019.89	26.8391	1183.00	31.1316	1215.53	31.9877	1248.96	32.8674
2nd year of exp	1004.02	\$26.4216	1031.63	27.1482	1186.74	31.2300	1219.38	32.0888	1252.91	32.9713
3rd year of exp	1016.24	\$26.7431	1044.18	27.4785	1194.12	31.4241	1226.96	32.2883	1260.70	33.1762
4th year of exp	1021.49	\$26.8814	1049.58	27.6206	1197.76	31.5200	1230.70	32.3868	1264.54	33.2774
5th year of exp	1030.58	\$27.1205	1058.92	27.8663	1204.84	31.7063	1237.97	32.5782	1272.02	33.4741
6th year of exp	1039.67	\$27.3597	1068.26	28.1121	1214.18	31.9521	1247.57	32.8308	1281.88	33.7336
<b>Leisure and Lifestyle (WSG 11)</b>										
1st year of exp	1112.62	\$29.2796	1143.22	30.0848	1299.78	34.2048	1335.53	35.1454	1372.25	36.1119
2nd year of exp	1124.06	\$29.5806	1154.97	30.3941	1311.53	34.5141	1347.60	35.4632	1384.66	36.4384
3rd year of exp	1136.28	\$29.9020	1167.52	30.7243	1324.08	34.8443	1360.50	35.8025	1397.91	36.7871
4th year of exp	1141.53	\$30.0402	1172.92	30.8663	1329.48	34.9863	1366.04	35.9484	1403.61	36.9370

Wage/Skill Group	Current		Effective FFPPOA 1 February 2023 2.75% Increase		Effective FFPPOA 1 July 2023		Effective FFPPOA 1 July 2024 2.75% Increase		Effective FFPPOA 1 July 2025 2.75% Increase	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
5th year of exp	1150.61	\$30.2793	1182.26	31.1120	1338.82	35.2320	1375.63	36.2009	1413.46	37.1964
6th year of exp	1159.71	\$30.5186	1191.60	31.3579	1348.16	35.4779	1385.23	36.4535	1423.33	37.4560
<b>Head Chef / Cook in Facility (single most senior chef/cook in facility)</b>										
1st year of exp	1112.62	\$29.2796	1143.22	30.0848	1299.78	34.2048	1335.53	35.1454	1372.25	36.1119
2nd year of exp	1124.06	\$29.5806	1154.97	30.3941	1311.53	34.5141	1347.60	35.4632	1384.66	36.4384
3rd year of exp	1136.28	\$29.9020	1167.52	30.7243	1324.08	34.8443	1360.50	35.8025	1397.91	36.7871
4th year of exp	1141.53	\$30.0402	1172.92	30.8663	1329.48	34.9863	1366.04	35.9484	1403.61	36.9370
5th year of exp	1150.61	\$30.2793	1182.26	31.1120	1338.82	35.2320	1375.63	36.2009	1413.46	37.1964

Allowances	Current	Effective FFPOA 1 February 2023 2.75% Increase	Effective FFPOA 1 July 2023	Effective FFPOA 1 July 2024 2.75% Increase	Effective FFPOA 1 July 2025 2.75% Increase
	\$	\$	\$	\$	\$
<b>Shift allowances (Personal Care Worker, Leisure &amp; Lifestyle and Head Chef / Cook classifications only)</b>					
Early AM Shift (per shift)	23.6314	24.2813	28.2625	29.0397	29.8383
PM Shift (per shift)	23.6314	24.2813	28.2625	29.0397	29.8383
Night Shift (per shift)	47.2629	48.5626	56.5250	58.0794	59.6766
<b>Shift allowances (all other Aged Care Employee classifications)</b>					
Early AM Shift (per shift)	23.6314	24.2813	24.7760	25.4573	26.1574
PM Shift (per shift)	23.6314	24.2813	24.7760	25.4573	26.1574
Night Shift (per shift)	47.2629	48.5626	49.5520	50.9147	52.3148
<b>Other allowances (all Aged Care Employee classifications)</b>					
Change of Shift	37.8103	38.8501	39.6416	40.7317	41.8519
Change of Roster	23.6314	24.2813	24.7760	25.4573	26.1574
On Call (per 12 hour period)	23.6314	47.2629	49.5520	50.9147	52.3148
Team Leader (max. per week)	10% of base salary, pro rata for part time	10% of base salary, pro rata for part time	10% of base salary, pro rata for part time	10% of base salary, pro rata for part time	10% of base salary, pro rata for part time
<b>Uniform – lesser of:</b>					
Per day	1.6900	1.7365	1.7365	1.7842	1.8333
Per Week	8.6100	8.8468	8.8468	9.0901	9.3400
<b>Laundry – lesser of:</b>					
Per day	0.4500	0.4624	0.4624	0.4751	0.4882
Per Week	2.0500	2.1064	2.1064	2.1643	2.2238
Meal	13.8924	14.2744	14.2744	14.6670	15.0703
<b>In charge</b>					
1-9 other employees	7% of employee's base rate	7% of employee's base rate	7% of employee's base rate	7% of employee's base rate	7% of employee's base rate
10-29 other employees	10% of employee's base rate	10% of employee's base rate	10% of employee's base rate	10% of employee's base rate	10% of employee's base rate
30 or more employees	15% of employee's base rate	15% of employee's base rate	15% of employee's base rate	15% of employee's base rate	15% of employee's base rate

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### **APPENDIX 3: LETTER OF APPOINTMENT**

The letter of appointment will contain at least the following information:


1. Name of employer.
2. Employee's classification
3. The workplace/location where the person is to be situated.
4. The name of the Agreement which contains their terms and conditions of employment.
5. Their mode of employment, ie: whether full-time, part-time or casual.
6. Fortnightly hours will be ..... and for part-time (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates.
7. Date of commencement.
8. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
9. Other information as required depending on the nature of the position.
10. Relevant qualifications and allowances payable.

### **CERTIFICATE OF SERVICE AND TRAINING**

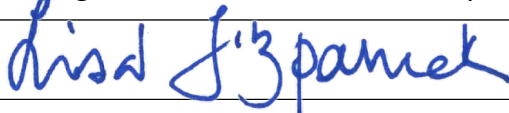
- 1 Name of employer.
- 2 Employee's classification
- 3 Date of termination.
- 4 The workplace where the person was situated.
- 5 Their mode of employment i.e. full-time, part-time or casual.
- 6 Fortnightly hours on termination

The *Jewish Care (Victoria) Inc Nurses Aged Care Employees Enterprise Agreement 2022* is made and approved under Part 2-4 of the *Fair Work Act 2009*. It is an enterprise agreement between the Jewish Care (Victoria) Inc. and its employees whose employment is subject to this Agreement.


Signed on behalf of the employer, Jewish Care, by an authorised representative

	16 November 2023
Signature of representative	Date
Valeria Camara	Jewish Care (Victoria) Inc. 619 St Kilda Road Melbourne VIC 3004
Name of representative (print)	Address
Director: People & Development	
Position held	

Signed on behalf of the ANMF by an authorised representative

	22 November 2023
Signature of representative	Date
Lisa Fitzpatrick	Australian Nursing and Midwifery Federation Victorian Branch 535 Elizabeth Street Melbourne Vic 3000
Name of representative (print)	Address
Secretary	
Position held	

Signed on behalf of the Health Services Union of Australia Victoria No 1 Branch, trading as the **Health Workers Union (HWU)**:

	22 November 2023
Signature of representative	Date
Diana Asmar	Health Workers Union PO Box 1088 South Melbourne VIC 3205
Name of representative (print)	Address
Secretary of the HWU	
Position held	