DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Anglican Aged Care Services Group T/A Benetas
(AG2019/320)

BENETAS, NURSES AND AGED CARE EMPLOYEES (RESIDENTIAL CARE) ANMF AND HWU ENTERPRISE AGREEMENT 2022

Health and welfare services

COMMISSIONER GREGORY MELBOURNE, 2 JULY 2019

Application for approval of the Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Anglican Aged Care Services Group T/A Benetas. The Agreement is a single enterprise agreement.

[2] On 26 February 2019, the Applicant advised the Commission of various typographical and formatting errors in the Agreement lodged with the application, and requested that these be corrected. A corrected version of the Agreement was also provided to the Commission.

[3] Section 586 of the Act provides that the Commission may allow a correction or amendment of any application, or other document relating to a matter before the Commission, on any terms that it considers appropriate. I am satisfied that it is appropriate to exercise the discretion available under these provisions in this case, to make the corrections as requested by the Applicant, and to accept the corrected version of the Agreement provided on 26 February 2019. It will accordingly replace the version of the Agreement that was provided to the Commission when the application was originally made.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.
The Australian Nursing and Midwifery Federation, and the Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 July 2019. The nominal expiry date of the Agreement is 31 August 2022.

COMMISSIONER

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IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/320

Applicant:
Anglican Aged Care Services Group trading as Benetas

Undertaking - section 190

I, Sandra Hills, Chief Executive Officer of Benetas, give the following undertakings with respect to the Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022 ("the Agreement").

1. I have the authority given to me by (name of employer) to provide this undertaking in relation to this application before the Fair Work Commission.

2. Benetas undertakes that clause 48.7(d) will not apply for the life of the Agreement.

3. Benetas undertakes that the application of Clause 31.4 (Abandonment of Employment) will operate subject to the National Employment Standards.

4. Benetas undertakes that a maximum of 15 hours per year outside of ordinary rostered hours would apply to clause 38.2 (Mandatory Training).

5. Benetas undertakes not to roster an EN Level 1.1 to work a Sunday shift for the life of the Agreement.

6. Benetas undertakes that no Grade 6, Grade 7, Deputy Director of Nursing or Director of Nursing will be rostered to work on a Sunday for the life of the Agreement.

7. Benetas undertake that clause 40.7 will operate subject to the Nurses Award 2010 and the Aged Care Award 2010.

8. Benetas undertake that clause 25.4 will operate subject to the overtime clauses as contained in the Nurses Award 2010 and the Aged Care Award 2010.

Signature: [Signature]

Date: 28th June 2019
Version 13: 14 February 2019

Without prejudice

BENETAS, NURSES AND AGED CARE EMPLOYEES (RESIDENTIAL CARE)

ANMF and HWU

ENTERPRISE AGREEMENT 2022

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

PART A – APPLICATION AND OPERATION

1 TITLE

This Agreement will be called the Benetas, Nurses and Aged Care Employees (Residential Care, ANMF and HWU Enterprise Agreement 2022 (‘Agreement’) and records the terms agreed between those parties in full settlement of the claim served and will apply for the duration of the Agreement.

2 ARRANGEMENT

This Agreement will be arranged as follows:

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Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022
3  VARIATION OF AGREEMENT

An application to vary the Agreement may be made in accordance with the Fair Work Act.

4  BINDING FORCE OF THE AGREEMENT

This Agreement will be binding on the following parties:

4.1  Anglican Aged Care Services Group trading as Benetas (‘the Employer’) with regards to its operations in the State of Victoria being the following residential aged care and respite services and positions:

   (a)  Benetas Bateman House, Benetas Broughton Hall, Benetas Colton Close, Benetas Corowa Court, Benetas Dalkeith Heights, Benetas Dalkeith Hostel, Benetas Gisborne Oaks, Benetas Gladwood Lodge, Benetas Hazelwood House, Benetas Hurlingham Day Centre, Benetas Kilby House Day Centre, Benetas Lovell House, Benetas St Georges, Benetas St John’s Park, Benetas St Laurence Court Eaglehawk, Benetas St Laurence Court Kangaroo Flat, Benetas St Paul’s Terrace, Sunshine Day Program and Benetas The Views at Heidelberg.
Any residential aged care facilities in Victoria, acquired by the Anglican Aged Care Services or which may open for trading during the term of this agreement, subject to the transfer of business provisions of the Fair Work Act. Where a residential aged care facility operating in the State of Victoria is acquired by the Employer the Employer will commence discussions with the Unions about the future application of this Agreement to that facility.

4.2 All Employees whose employment is at any time when the agreement is in operation, subject to the agreement.

4.3 It is the intention of this Agreement that the Australian Nursing and Midwifery Federation - Victorian Branch (ANMF) and Health Workers Union (HWU) will be covered by this Agreement. The ANMF will be covered by the Agreement in respect to Registered Nurses, Enrolled Nurses and Personal Care Workers. The HWU will be covered in respect to Enrolled Nurses, Personal Care Workers and Aged Care Employees.

5 SCOPE OF THE AGREEMENT

This Agreement applies to Employees whose employment is covered by the Nurses Award 2010 and the Aged Care Award 2010. This Agreement will apply to all Employees of the Employer performing work within the classifications contained in this agreement.

6 RELATIONSHIP TO NES AND AWARDS

6.1 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 s.55 of the Fair Work Act 2009. This Agreement constitutes the entirety of the terms of agreement that exist between the parties and replaces any enterprise agreement or modern award that may have previously applied to an Employee.

6.2 The Schedules and Appendices attached to this Agreement form part of this Agreement.

7 DATE AND PERIOD OF OPERATION

This Agreement will come into operation on the seventh day after the Agreement is approved by the Fair Work Commission (FWC) and will remain in force until 31 August 2022 and thereafter in accordance with the Fair Work Act 2009.

8 NO FURTHER CLAIMS

8.1 The Employees and Employer bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

8.2 Subject to the Employer meeting its obligations to consult including those arising under this Agreement or a contract of employment binding on that Employer, it is not the intent of this provision to inhibit, limit or restrict the Employer’s right or ability to introduce change at the workplace.
9 SAVINGS CLAUSE

No Employee will suffer any loss or diminution of wages or entitlements (whether accrued or otherwise) or terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.

10 DEFINITIONS

ADO means of accrued day off.

Aged Care or HASA Employee refers to an Employee whose employment would, but for this Agreement, be covered by the Aged Care Award 2010.

The ‘Allowance rate’

The term ‘allowance rate’ will mean:

(a) In the case of an Enrolled Nurse, the rate specified in Schedule A.

(b) In the case of an Aged Care Employee, the weekly rate for Wage Skill Group 5, Year 1 unless otherwise specified.

(c) In the case of a Registered Nurse, the weekly rate for Level 2 Year 1 unless otherwise specified (e.g. shift allowances are Level 1).

Aged Care Award means the Aged Care Award 2010

Authorised Enrolled Nurse has the same meaning as an Enrolled Nurse or Endorsed Enrolled Nurse authorised by the NMBA to administer medications.

Consulting Doctor means a qualified medical or health practitioner, appointed by the Employer, to consult with the Employee and their own health practitioner (where relevant) in order to provide guidance to the Employer whether in their professional capacity the Employee is fit for work.

Enrolled Nurse has the same meaning as Registered Nurse Division 2.

Experience for the purposes of progression between Grades, Pay Points or Year Levels will be as follows:

- For all Registered Nurses and Enrolled Nurses a year of experience means where an Employee has more than 1,248 hours in a 12 month period commencing from their anniversary date. An Registered Nurse or Enrolled Nurse who has worked less than an 1,248 hours will 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.

- For all Aged Care Employees a year of experience simply means one year since the employment anniversary date, irrespective of the number of hours or shifts worked.
Experience for the purposes of determining the appropriate Pay Points or Year Levels upon appointment means:

- For Registered Nurses means - full-time service and experience following registration in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed), and will also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a certificated Nurse by the NMBA or its predecessors. Where an Employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining such Employee’s experience, provided that 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 Employee’s prior service and experience will not be taken into account.

- For Aged Care Employees and Enrolled Nurses experience at any such work within the last five years in a residential aged care facility covered by the Aged Care Award 2010, excluding any leave provisions in this Award.

Fair Work Commission (“FWC”) refers to the statutory body established under the Fair Work Act 2009 or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.

Fair Work Act refers to the Fair Work Act 2009 (Cth).

Immediate Family means a spouse or partner (of either sex including a former spouse, de facto spouse, a former de facto spouse and same sex partner), children (includes step-children, adopted children and ex-nuptial children and adult children), parents (includes step-parents, foster parents and partners’ parents), grandparents, grandchildren, partners’ grandparents or grandchildren or siblings of the Employee or spouse and member of the Employee’s household.

National Employment Standards (“NES”) refers to the legislated standards for workplace conditions established under the Fair Work Act 2009.

For the purpose of incorporated leave provisions service and continuous service is defined by s.22 of the Fair Work Act 2009, which will apply to the extent of any inconsistency.

NMBA is the Nursing and Midwifery Board of Australia.

Registered Nurse has the same meaning as Registered Nurse Division 1.

Registered Health Practitioner means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under The National Health Practitioner Regulation National Law Act of a State, Territory or the Commonwealth.

Residential Aged Care Facility means a facility in which residential aged care is provided pursuant to the Aged Care Act 1997 (Cth).

Unions means the ANMF Victorian Branch and the Health Workers Union.
11 AGREEMENT FLEXIBILITY

11.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) The agreement deals with one or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances; and
   (v) leave loading;

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

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

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

(a) are about permitted matters under s.172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under s.194 of the *Fair Work Act 2009*; and

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

11.3 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

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

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

(d) includes details of:
   (i) the terms of the enterprise agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effect of the terms; and
   (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.
11.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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

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

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

11.6 The right to request an individual flexibility arrangement under this clause is in addition to the right contained in the NES at the commencement of the agreement of an Employee to request a change in working arrangements in accordance with s.65 of the *Fair Work Act* in circumstances where the Employee is:

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

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

(c) has a disability;

(d) is 55 or older;

(e) is experiencing violence from a member of the Employee’s family; or

(f) provides care or support to a member of the Employee’s immediate family, or a member of the Employee’s immediate household, who requires care or support because the member is experiencing violence from the member’s family.

11.7 A request made pursuant to Clause 11.6 of this Agreement must be in writing and set out the detailed reasons for the change. The Employer must respond in writing to the request within 21 days stating whether the request has been granted or refused. If refused the response must include details of the reasons of the refusal. The Employer may only refuse the request only on reasonable business grounds (as defined in s. 65(5A) of the *Fair Work Act*). Should the NES be amended during the life of this Agreement the amended NES will apply.

11.8 To avoid doubt, and without limiting Clauses 11.6 and 11.7, an Employee who:

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

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

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

11.9 The Employee is not entitled to make a request pursuant to Clause 11.6 unless:

(a) 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; or
for a casual Employee – the Employee:

(i) is a long term casual Employee of the Employer immediately before making the request; and

(ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

PART B – WAGES AND ALLOWANCES

12 WAGES

12.1 The current rates of pay specified in Appendix A applying to each Employee to whom this Agreement applies will be increased as follows:

(a) By 1.25% from the first full pay period on or after 1 March 2018
(b) By a further 1.25% from the first full pay period on or after 14 January 2019
(c) By a further 2.5% from the first full pay period on or after 1 July 2019
(d) By a further 2.5% from the first full pay period on or after 1 July 2020
(e) By a further 2.75% from the first full pay period on or after 1 July 2021
(f) By a further 2.75% from the first full pay period on or after 1 July 2022

12.2 Rates of pay (and allowances) as increased by this Agreement are set out at Appendix A. The parties to this Agreement expect that, barring exceptional circumstances, the next wage increase after that prescribed in Clause 12.1 will be no later than the first full pay period on or after 1 July 2023.

12.3 Allowances that are not determined as a percentage of a wage rate under this Agreement (such as laundry, uniform, nauseous and other allowances not fixed as a percentage of the weekly rate) will be increased in accordance with the increases prescribed in Clause 12.1 unless otherwise specified (i.e. travel allowance).

13 PAYMENT OF WAGES

13.1 Upon commencement, the Employee will be paid fortnightly in arrears by electronic funds transfer (EFT) each alternate Thursday. Should a single gazetted public holiday fall within the week of processing the pay for that given pay fortnight (on Monday or Tuesday), such payment will be transferred on the Thursday. Should two gazetted public holidays fall within the week of processing the pay for that given pay fortnight such payment will be transferred to the Friday. Failure by the Employer to make payment on the day specified herein, for reasons beyond the Employer's control, will not constitute a breach of this Agreement.

13.2 Where an error occur in the payment for an Employee, Benetas accepts any underpayment will be corrected through EFT on the following basis.

(a) Any underpayment less than $50 net after tax will be corrected in the next pay period.
(b) Any underpayment of $50 net after tax or more (but less than $250) will be paid in the off cycle payment run on the Friday of the week following pay week providing the error is received by the pay office on the previous day.

(c) Any underpayment of more than $250 net after tax will be processed by Benetas (i.e. the transfer to the Employees bank) as soon as practicable, but no later than 24 hours, after the discovery of the error. If an employee is not paid the correct remuneration, following the notification by the employee and acceptance of the discrepancy by the Payroll department, such employee will be paid overtime rates until all such money's owing are paid with a minimum payment of 2 hours and a maximum payment of 7 hours 36 minutes per day.

Notwithstanding the above, this subclause will not come into effect if the payment of wages or other moneys owed falls on a bank holiday or declared public holiday. This clause will come into effect upon the expiration of such a bank holiday or declared public holiday or.

(d) This subclause will not come into effect if:

(i) any event outside the control of the employer prevents the employer's ability to meet the requirements of this subclause.

(ii) where the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee. Non submission of a time sheet, incorrect banking details or similar omission, does not constitute an 'error' for purposes of this sub-clause.

13.3 At the time of making payment to the Employee, the Employer will provide to each Employee a pay statement electronically, except where the Employee requests in writing a paper statement, detailing the following information: name and classification of the Employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; accrued annual leave; amounts of occupational superannuation contributions; and details of funds into which contributions are being paid.

13.4 Where an overpayment of wages occurs, the Employee is to be notified in writing of the reason for and the amount of the overpayment. The overpayment may be recovered on an agreed basis both in terms of quantum and period of time. The objective of such agreement will be to recover overpayments within a reasonable period of time without resulting in genuine hardship to the Employee.

(a) If the Employee plans to leave Benetas prior to the overpayment being repaid, the Employee agrees to make arrangements for the outstanding monies to be repaid in full prior to the end of their employment.

(b) If a repayment schedule cannot be agreed, the matter will be managed in accordance with Clause 54
13.5 Payment of Wages following Termination

(a) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by an Employer, termination payments including wages owing, accrued annual leave and leave loading will be made by way of Electronic Funds Transfer within seven days immediately following the termination pay period subject to the return of any property belonging to Benetas.

(b) Termination payments will include the payment of leave loading as per the provisions of Clause 47 Annual Leave.

(c) In respect to Enrolled Nurses and Aged Care Employees only, where payment is made later than seven days:

(i) If an Employee is kept waiting for more than 24 hours, such Employee will be paid overtime rates for the duration of the period until such monies owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.

(ii) Notwithstanding the above, this subclause will not come into effect if the payment of wages or other monies owed falls on a Bank Holiday or declared public holiday. This clause will come into effect upon the expiration of such a Bank Holiday or declared public holiday.

(iii) This subclause will not come into effect if a circumstance outside the control of the Employer frustrates the Employer's ability to meet the requirements of this subclause.

(d) Where the system of working provides for the taking of ADOs and an Employee's employment is terminated and:

(i) one or more ADOs have been granted in advance; or

(ii) an ADO has been taken during the work cycle during which the Employee is terminated, the wages due to that Employee will be reduced by the total of the ADOs taken in advance, and/or the total un-accrued portion of the ADO granted in that work cycle as the case may be; or

(iii) an Employee has not worked a complete four week cycle or five week cycle as the case may be;

(iv) the employee will receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.

14 SALARY PACKAGING

14.1 By agreement with the Employee, an Employee’s pay may be salary packaged.
14.2 The Employee will compensate the Employer from within their base remuneration for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee’s salary packaging arrangements.

14.3 The parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation), the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee’s decision to convert to salary.

14.4 The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.

14.5 The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. The Employer will not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee will pay for any costs associated with salary packaging.

14.6 Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Employee’s pre-packaged rate of pay.

15 OCCUPATIONAL SUPERANNUATION

15.1 The subject of superannuation is dealt with extensively by legislation which prescribes the obligations and entitlements regarding superannuation. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. This clause is ancillary to and supplements those requirements.

15.2 The Employer will make occupational superannuation contributions to the Fund. ‘The Fund’ for the purpose of this Agreement will mean:

(a) Health Employees Superannuation Trust of Australia (‘HESTA’) established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;

(b) First State Superannuation, or

(c) Any other complying fund upon a request from the Employee and with the consent of the Employer.

15.3 The Employer will participate in accordance with the trust fund deeds. The Employer will make application to the Fund to become a participating Employer in the Fund and will become a participating Employer upon acceptance by the Trustee of the Fund.
15.4 Upon commencement of employment, the Employer will provide each Employee with membership forms for the funds listed in Clauses 15.2(a) and 15.2(b) above and will forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer will forward contributions and Employee details to HESTA.

15.5 Each Employee will be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in Clause 15.4 was forwarded to the Fund.

15.6 The Employer will contribute to the Fund, on behalf of each Employee, the percentage of ordinary time earnings required by legislation, calculated to the nearest ten cents (any fraction below five cents will be disregarded). Contributions will be made monthly on behalf of each Employee regardless of the Employee’s age in any month. Notwithstanding the above, superannuation guarantee contribution will be paid on employer paid parental leave.

15.7 ‘Ordinary time earnings’ are currently defined by the legislation and includes allowances for ordinary hours of work. For the avoidance of doubt, this includes hours in addition to contracted hours paid at ordinary rates. Such allowances include those such as shift, qualification and leader allowances. However, they do not include those that arise during overtime (such as meal allowance) other than in circumstances required by legislation and will not include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry and uniform). The parties acknowledge that the legislative definition of ‘ordinary time earnings’ may vary and, in that event, the legislative definition will apply.

15.8 If the Employer seeks an exemption from monthly payments to the Fund, the Employees will be notified in writing prior to the application being made. Upon request from an Employee, the Employer must provide a copy of the remittance receipt from the Fund showing the contributions made on the Employee’s behalf or make it available for inspection, save that the Employee will be entitled to take a copy. The Employer will contribute all superannuation contributions in accordance with the Trust Deed, save that late payment for reasons beyond the control of the Employer and non-allocation by the Fund will not constitute a breach of this Agreement.

15.9 Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, will be addressed under the Grievance Resolution Procedure of this Agreement.

Voluntary Contributions

15.10 Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee’s wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by the Employer at the same time as the Employer’s contributions. Where the Employer receives written authorisation from an Employee, it must commence making payments into
the Fund on behalf of the Employee within fourteen days of receiving the authorisation.

15.11 An Employee may vary his or her additional contributions by a written authorisation and the Employer must alter the additional contributions within fourteen days of receiving the authorisation. An Employee may vary his or her additional contributions no more than four times a year.

Salary Sacrifice

15.12 An Employee may make an agreement with the Employer for salary sacrifice.

(a) The Employee must specify an amount or a percentage of ordinary time earnings by which his or her salary is to be reduced (“the salary sacrifice”).

(b) The salary sacrifice will be deducted from the Employee’s salary and contributed by the Employer to the Fund each month.

(c) The Employer will continue to calculate the superannuation guarantee contributions required by the Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee’s ordinary time earnings before the salary sacrifice is deducted.

(d) Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.

(e) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment will be calculated on a rate of pay which includes the salary sacrifice contributions.

(f) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than four occasions in each calendar year.

15.13 The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

16 QUALIFICATIONS ALLOWANCE

Qualifications Allowance – Registered Nurse

16.1 A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:

(a) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant to residential aged care, specifically one of the following areas:
In the case of qualifications regarding Management, such qualifications will be deemed relevant where the Employee is classified at Grade 3 or above.

(b) 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:

(i) the clinical or other area of work of the Registered Nurse;

(ii) the classification and position description of the Registered Nurse;

(iii) whether the qualification would assist the Registered Nurse in performing her or his 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.

(c) 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 will be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

(d) 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:

- A Hospital Certificate or Graduate Certificate;
- Postgraduate Diploma;
- An Honours Degree;
- A double Degree;
- A Masters Degree; or
- A Doctorate.

(e) Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) will be recognised provided that the programmes are equivalent to a University Graduate Certificate and the training/education facility verifies that in writing.

(f) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) will be paid, in addition to their salary, 4.0% of the allowance rate.

(g) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent), other than a nursing undergraduate degree, an honours degree
or a double degree, will be paid, in addition to her or his salary, 6.5% of the allowance rate.

(h) A Registered Nurse who holds a Masters Degree (including a Masters Degree completed prior to, or that leads to, registration), will be paid, in addition to their salary, 7.5% of the allowance rate.

(i) A Registered Nurse who holds a Doctorate, will be paid, in addition to their salary, 8.5% of the allowance rate.

(j) The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period and long service leave. In the case of annual leave, the allowance will be paid as part of the projected roster for shift workers where such allowances exceed the 17.5% loading. For the avoidance of doubt an Employee receiving the 17.5% loading will not also receive this allowance.

(k) The allowance is to be paid on a pro-rata basis for non-full-time Employees, including casuals.

(l) The Qualification Allowance for the Director of Nursing (however so titled) Grade 7 has been absorbed into the base hourly rate at 6.5% and will therefore have no further application to this classification. Where the Registered Nurse Employee is entitled to a Qualification Allowance that exceeds 6.5%, the Employee will receive the amount that represents the difference.

Qualifications Allowance – Enrolled Nurse

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

(a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification held by the Nurse for registration by the NMBA) in which it is demonstrated that a component of the qualification is applicable to his or her area of practice and/or work in aged care will be paid the following allowance:

(i) 4% of the Enrolled Nurses applicable weekly rate for a certificate or qualification, (or at least two certificates of attainment for units of competency toward the Diploma or Advanced Diploma of Nursing) totalling a minimum of 140 nominal classroom hours (or a course of a minimum six months duration);

(ii) 3.5% (if the EN is a Level 2 Nurse) or 7.5% (if the EN is a Level 1 Nurse) of the Enrolled Nurse’s applicable weekly Pay Point rate – for a certificate or qualification (or at least three certificates of attainment for units of competency toward the Diploma or Advanced Diploma of Nursing) totalling a minimum of 280 nominal classroom hours (or a course of a minimum twelve months duration),

(b) The 4% allowance in 16.2(a)(i) does not apply to a qualification which enables the administration of medications where that qualification forms
part of the Enrolled Nurse classification structure in this Agreement and the allowance has been rolled into the hourly rate for all purposes. However, an Authorised EN will continue to be entitled to receive the allowance of 3.5% at 16.2(a)(ii) only if s/he holds relevant qualifications or certificates of competency.

(c) 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.

(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 will be from the first pay period on or after evidence or the qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

(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.

(f) The above allowances are to be paid during all periods of paid leave except sick leave taken beyond a total of 21 days in any twelve month period and long service leave. In the case of annual leave, the allowance will be paid as part of the projected roster for shift workers where such allowances exceed the 17.5% loading. For the avoidance of doubt an Employee receiving the 17.5% loading will not also receive this allowance.

(g) The allowance is to be paid on a pro-rata basis for part-time and casual Employees.

17 NAUSEOUS ALLOWANCE AND DIRTY AND OFFENSIVE WORK (EXCLUDING REGISTERED NURSES)

17.1 Employees who are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers will be paid an allowance as contained in Appendix A per hour or part thereof in addition to the rates prescribed elsewhere in this agreement. This allowance is paid for all hours worked. The allowance does not apply to Registered Nurses and Aged Care Employees in Wage Skill Groups 4, 5, 7 and 9.

17.2 An employee (except for a Registered Nurse) in any classification who undertakes work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification will be paid the allowance prescribed in Appendix A, provided that any employee who is paid an allowance under Clause 17.1 will not be entitled to be paid an allowance under Clause 17.2 for the same work.
18 LEADER ALLOWANCE – AGED CARE EMPLOYEES AND ENROLLED NURSES

18.1 An Aged Care Employee or Enrolled Nurse who is appointed as a ‘Leader’ (however titled) will be paid an allowance of 10%, to be calculated upon the applicable rate payable to the Employee under this Agreement.

Appointment as a ‘Leader’ will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of the Aged Care Employee or Enrolled Nurse employed in a similar area within the workplace. Examples of a net addition duties or functions include the assignment of a special project or an increased emphasis on the performance of the core functions already undertaken. For the avoidance of doubt, the absence of supervisory responsibility or a designated ‘team’ will not preclude the Employee from obtaining the allowance, consistent with the examples in this clause, where the criteria set out at Clause 18.3 below are satisfied.

18.2 An Enrolled Nurse appointed to the following positions will be automatically entitled to the Leader Allowance:

- Enrolled Nurse - Team Leader
- ACFI Champion

18.3 A net addition to the work value of the substantive role required of a Aged Care Employee or Enrolled Nurse would be characterised by:

(a) the additional functions or duties are a regular and on-going requirement; and

(b) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and

(c) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of a Aged Care Employee or Enrolled Nurse employed in a similar area of areas; and

(d) a greater level of judgment is required from the Aged Care Employee or Enrolled Nurse whereby the Employee is capable of making independent decisions to a degree not generally expected of a Aged Care Employee or Enrolled Nurse employed in a similar area or areas; and

(e) a higher degree of accountability is expected for work undertaken, such that the Aged Care Employee or Enrolled Nurse is clearly performing at a level above that of her or his peers employed in a similar area or areas within the Employer’s facility.

18.4 A ‘net addition to the work value’ in residential aged care facilities other than in facilities of 80 beds or less will also include a person appointed in charge in the normal off-duty periods of the Facility Manager.

18.5 An Employee in receipt of Leader Allowance at the commencement of this Agreement will not be disadvantaged by the introduction of this clause.
19 UNIFORMS AND LAUNDRY

19.1 Benetas prides itself on providing quality services to the elderly and their families, in a professional environment that is so far as is practicable, without risk to health. To this end, Employees are expected to present a professional image by maintaining a dress code that is safe, clean, neat, and well maintained.

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

19.3 Instead of the provision of such uniforms, the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate prescribed in Appendix A. Where such Employee’s uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance as prescribed in Appendix A.

19.4 The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absence on long service leave and absence on sick leave taken beyond a total of 21 days in any twelve month period. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

19.5 Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer and must be returned on the final day of employment.

20 MEAL ALLOWANCE (OVERTIME ONLY)

20.1 An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the rate prescribed in Appendix A of this Agreement in the following circumstances:

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

(b) provided that where such overtime work completed by an Employee exceeds four hours a further meal allowance at the rate set out in Appendix A will be paid.

(c) when required to work more than five hours overtime on a Saturday or on a Sunday, or more than five hours by a shift Employee on his or her rostered day off – the amount provided in Appendix A and a further amount as specified in Appendix A when required to work more than nine hours on such day.

20.2 The meal allowance will be paid as part of the next pay cycle.
21 TRAVELLING, TRANSPORT AND FARES

21.1 An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid the rate specified by the ATO in each year. At the commencement of this Agreement the rate is 68 cents per kilometre.

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

21.3 An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate at clause 21.1, when he or she uses a car in those circumstances.

21.4 An Employee will not be entitled to reimbursement for the expenses referred to in Clauses 21.2 and 21.3 which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

21.5 Excursion Allowance

Employees who volunteer to support an overnight excursion and/or resident holiday will receive the following entitlements:

(a) normal pay for hours worked between 8 am - 5 pm (inclusive of an unpaid hour lunch break);

(b) time in lieu of overtime to be taken within four (4) weeks upon return from the holiday - each day away staff would accrue five (5) hours for the hours worked between 5pm 10pm;

(c) in the case of Registered Nurses, an overnight allowance of 10% of their base salary rate in lieu of any penalties as an ex gratia payment; and in the case of Aged Care Employees, the Sleepover allowance in accordance with clause 60.

(d) an employees normal rate will be the base rate excluding penalties, as determined from their principal classification prior to the excursion period.

22 TELEPHONE ALLOWANCE

Where an Employer requires an Employee to install and/or maintain a telephone for the purposes of being on call the Employer will refund the installation costs and subsequent three-monthly rental charges on production of receipted accounts.

23 OCCASIONAL INTERPRETERS' ALLOWANCE

An Employee not employed as an accredited interpreter who is required to perform occasional interpreting duties will receive an additional amount in accordance with Appendix A.
24 ON CALL ALLOWANCE AND TELEPHONE RECALL PROVISION

This clause does not apply to Directors of Nursing or Deputy Directors of Nursing (however titled).

24.1 Employees who are rostered and required to be on-call will be paid an on-call allowance of 2.5% of the relevant allowance rate per twelve hour period or part thereof.

24.2 Where recall duty can be managed without the Employee having to return to the workplace (in accordance with clause 40.9), such as by telephone, such an Employee will be paid a minimum of one hour overtime, provided that multiple recalls within a discrete hour will not attract an additional payment.

24.3 Any telephone call costs incurred by an Employee in the course of being on-call or being recalled to duty (as described in either clause 24.2 or 40.9) will be reimbursed the expenses on producing the evidence of the costs and in accordance with the organisations policy.

24.4 All Employees are to receive not less than 4 clear days per fortnight guaranteed free of on-call or duty.

PART C – TYPES OF EMPLOYMENT, TERMINATION OF EMPLOYMENT, STAFFING AND WORKLOAD

25 MODES OF EMPLOYMENT

25.1 Employment Categories

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

(a) full-time; or
(b) part-time; or
(c) casual; or
(d) fixed term

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

25.2 Subject to the rostering provisions of Clause 42, before commencing employment, the Employer and Employee will agree in writing on the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those shifts.

25.3 Full-time Employment
A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 39 of this Agreement.

25.4 Part-time Employment

(a) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.

(b) A part-time Employee will be rostered for a minimum of three hours for each engagement. This minimum engagement excludes recall to work (Clause 40.9) and attendance at meetings and mandatory training (Clause 38.2).

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

25.5 Annual review of part-time hours

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

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

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

(iii) if the change will adversely affect Benetas’ Model of care and principles of continuity of care.

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

25.6 Casual Employment

(a) A casual Employee is an Employee engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer’s requirements without the requirement of prior notice by either party. As such casual Employees are employed on an hourly basis.

(b) Casual Employees will be paid a minimum of 2 hours for each engagement. This minimum engagement excludes attendance at meetings and mandatory training (Clause 38.2).
(c) Should a casual Employee accept either full-time or part-time employment the employment may be subject to a minimum period of employment, in part or in whole, within the meaning of the Fair Work Act depending on the amount of service already served.

(d) A casual Registered Nurse Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee’s classification plus a casual loading of 25%. In addition, a casual Employee will be entitled to receive the appropriate uniform and other allowances prescribed herein.

(e) A casual Enrolled Nurse or Aged Care Employee will be paid for all work done on:

(i) Ordinary week days – an amount equal to one thirty-eighth of the weekly wage appropriate to the Employee's classification per hour plus 25%; and

(ii) Saturdays and Sundays – an amount equal to one thirty-eighth of the weekly wage appropriate to the Employee's classification per hour plus 75%.

(iii) Public Holidays – Enrolled Nurses

(A) for hours all worked during day shift – an amount equal to one thirty-eighth of the weekly wage appropriate to 190%

(iv) Public Holidays – Aged Care Employees

(A) For Wage skill group 1-2 - for hours all worked during day shift– an amount equal to one thirty-eighth of the weekly wage appropriate to 236%

(B) For Wage skill groups 3-11 – an amount equal to one thirty-eighth of the weekly wage appropriate to 226%

(f) The annual leave, paid personal leave, paid compassionate leave and Termination of Employment provisions will not apply in the case of a casual Employee.

(g) Where a casual Enrolled Nurse, or Aged Care Employee has continuous service in accordance with Clause 51.1(b) of this Agreement, such Employee will not be excluded from the long service leave provisions prescribed in Clause 51. A casual Registered Nurse is not entitled to long service leave under this Agreement but will be eligible for long service leave in accordance with the Long Service Leave Act 2018 (Vic).

25.7 Casual Employment - Caring Responsibilities

(a) Subject to the evidentiary and notice requirements in Clause 48 and Clause 49 casual Employees are entitled to not be available to attend work, or to leave work:
if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child;

or

(ii) upon the death of an immediate family or household member.

(b) The Employer and the Employee will agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

(c) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

25.8 Casual Conversion

(a) Where a casual Employee who has been rostered on a regular and systematic basis over 26 weeks (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), the Employee or the Employer has the right to request in writing conversion to permanent employment and that request will not be unreasonably refused by either party.

(b) The new contract would generally be on the basis of the same number of hours as previously worked; however the hours must be capable of fitting within the existing shift and rostering arrangements, and not adversely affect Benetas’ Model of Care and principles of continuity of care.

25.9 Fixed Term Employment Contracts

(a) Fixed term employment will only be used for genuine fixed term arrangements.

(b) ‘Genuine fixed term arrangements’ include, but are not limited to, employment in Graduate Nurse positions, Benetas traineeship program, replacement of Employees on maternity leave, long term Work Cover, parental leave or long service leave, employment in special projects, refresher courses, supervised practise for re-registration and post-graduate training.

(c) Maternity Leave Replacement

Where an Employee is engaged or seconded as a maternity leave replacement, the Employer will advise the Employee in writing:

(i) That the position is a maternity leave replacement position,

(ii) That the incumbent is entitled to return to that position,
(iii) In the case of a secondment, that the Employee will return to his/her substantive role at the conclusion of the secondment, and

(iv) How the appointment or secondment may end, including upon the return of the incumbent, upon the expiration of a fixed term, upon the giving of notice or any combination of these things.

For the avoidance of doubt, a maternity leave Employee may be engaged on a basis that the engagement ends upon the sooner of the giving of notice or the end of a specified term.

26 POLICE CHECKS

26.1 An applicant will not be offered employment with Benetas unless they are able to provide a satisfactory police record. Applicants are responsible for the reasonable expenses associated with procuring the police record.

26.2 Current Employees of Benetas are required to satisfy regular police record checks.

26.3 The Employee is responsible for the reasonable expenses associated with procuring the police record.

26.4 In all circumstances, the Employer must sight the original police record.

26.5 The police record remains the property of the Employee.

26.6 Police check status change

If an Employee’s police check status changes, or may change (subject to the completion of a legal proceeding) prior to the expiry of the existing police check, the Employee is required to advise and consult with the Employer in regard to the circumstances. The Employer will then decide whether the change, or potential change, impacts the Employees capability to work. Where this occurs the Employee may seek the assistance of their chosen representative, including the ANMF or HWU.

26.7 Police check renewals

Three months prior to an Employees police check becoming due, the Employer will write a letter of reminder to the Employee at the Employees recorded address. In the event an Employee fails to produce a satisfactory police check by the expiry date of their existing check, the Employee will be stood down, without pay, until the police check is provided.

26.8 Successful police checks

Upon producing a police check, where the Employer is satisfied that the Employee is able to meet the inherent requirements of the role, the Employee will be advised that the check has been successfully completed.

26.9 Unsuccessful police checks
Where the Employer has received a renewed police check and believes that the Employee is either precluded or is not satisfied that the Employee can meet the inherent requirements of the role, the Employee will be provided with an opportunity to respond prior to any decision being made regarding the Employee’s employment. Where this occurs the Employee may seek the assistance of their chosen representative, including the ANMF or HWU.

### 27 LETTER OF APPOINTMENT AND SERVICE AND TRAINING CERTIFICATE

#### 27.1
Each Employee, other than a casual Employee, will receive a Letter of Appointment, as specified in Appendix C, stating the place of work, his or her guaranteed weekly hours, classification, job title and name of this Agreement.

Nothing in this clause will limit the ability of a part time Employee to agree to work additional shifts on days they would not otherwise be rostered at ordinary rates, save for any other limits prescribed by this Agreement.

#### 27.2
Upon termination of employment and at the request of the Employee, howsoever occurring, the Employer will provide the Employee with a Service and Training Certificate, as specified in Appendix C, detailing the following:

(a) The Employee’s classification at the time of termination,
(b) The Employee’s training including in-service training, self-directed learning packages or other training on the Employee’s file,
(c) The period of the Employee’s service,
(d) The relevant contact point at the Employer to verify the information contained in the certificate.

#### 27.3
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:

(a) The Employee providing the Employer with a copy of the Certificate; and
(b) The issuing Employer verifying the contents to the Employer upon request of the Employer (such verification may be verbal or written).

### 28 NURSE/PERSONAL CARER BANK

Where, at the date of lodgement of this Agreement, the Employer has developed a Nurse Bank or Personal Care Worker Bank, the Employer will use its best endeavours to maintain those arrangements.

### 29 BENETAS RN STAFFING, STAFF STRUCTURE AND WORKLOAD MANAGEMENT

#### 29.1 General Principles

(a) Benetas will make every effort to provide that:
(i) Each home will be managed by a suitably qualified Residential Services Manager who is (preferably) a Registered Nurse (RN).

(ii) Clinical care will be undertaken utilising a case management approach by Registered Nurses at a Grade 5 level.

(iii) Endorsed enrolled nurses (EENs) or RNs will be available on each shift to provide clinical support for the care staff (excluding St John’s Park).

(iv) Personal carers will be rostered specifically to support a designated cluster of residents, within a care team.

(v) Where a RN is not present on any shift, staff will have access to a RN on call at all times.

29.2 Definitions

(a) “New Model of Care” means a model based around apartment living where residents are clustered in apartments and carers are allocated to apartments to undertake personal and social care, pre-packaged medications and supplementary (but not primary) cleaning and food handling. In this model, registered nurses (Clinical Nurse Consultants – CNCs) consistently case manage the care of a known group of up to 40 residents.

(b) “Traditional Model of Care”. In Benetas’ traditional model, residents usually reside in large units or ‘wings’ of 30 or more, and carers and nurses are allocated specific residents on a shift by shift basis. Usually, RN Grade 5 Clinical Care Coordinators (CCCs) are responsible for care planning and coordination of residents by unit or wing in larger services, and all residents in smaller services.

29.3 Staffing Structure

(a) The parties to this Agreement strongly support the need for nursing and carer resources to be used effectively and efficiently to ensure the appropriate level of resident care based on the assessed care needs of the resident.

(b) Over the life of the Agreement, Benetas will implement and maintain the staff structures contained in clause 29.4 and 29.5 as the minimum carer and nurse staffing levels applicable to Benetas Aged Care Homes for the majority of shifts.

(c) This structure is not intended to reduce existing staffing levels that are better than these minimum staffing levels.

(d) This staffing structure:

(i) is based on resident numbers and acuity;

(ii) is the minimum staffing requirements and in certain circumstances it will be appropriate to roster additional staff on either a temporary or ongoing basis. Such circumstances may include the influenza or
gastro outbreaks, increased number of palliating patients, an increased number of new residents or regulatory requirements.

**29.4 Nurses (in addition to the Residential Services Manager)**

(a) Benetas will ensure that there are adequate Registered and Enrolled Nurses available to provide clinical expertise in each home based on resident numbers and acuity, and will roster the following as a minimum (in addition to the Residential Services Manager where that person is a Registered Nurse):

(i) Residential homes up to 40 beds: A minimum of one EEN on all shifts (with an RN on call).

(ii) Residential homes with 40 beds or more but less than 80 beds:
- At least one RN G5 on each AM shift (Monday to Friday).
- A minimum of one EEN on all shifts (with an RN on call on shifts where no RN is rostered)

(iii) Residential homes of 80 beds or more:
- At least one RN G5 on each AM and PM shift (Monday to Sunday) supported by at least one additional RN or EN support nurse.
- At least one RN G5 After Hours Manager (AHM) on each night shift supported by an additional RN or EN.

(b) In facilities of any size where the Residential Services Manager is not a nurse, then in addition to the staffing for AM shift Monday to Sunday in (a)(i) above an RN Gr 5 will be rostered, and in respect to (a)(ii) or (a)(iii) above an additional RN or EEN support nurse will be rostered.

(c) RNs G5 or AHMs will be rostered for the full standard shift length (and certainly no less than 7 hours), unless requested by the RN for the purposes of workplace flexibility.

(d) Where Benetas has made every practical effort but no Registered Nurse is available to be rostered on a shift, then an Endorsed Enrolled Nurse Employee will be designated in charge of the facility (whether formally appointed or not) in the absence of the Residential Manager or other Registered Nurse. During the shift a Registered Nurse must be on call to assist the Enrolled Nurse. “Every practical effort” will include:

(i) Unplanned vacancies (e.g. sick leave, annual leave during school breaks)
- The vacant shift/s will be first offered to existing Employees as additional shifts; and if not filled;
- The vacant shift/s will be offered to existing casual Employees;
The vacant shift/s will only be offered to an existing Employee after the above steps have been taken.

(ii) Long term vacancies

- Advertising the position internally in the first instance and if there are no suitably qualified applicants then externally.

### 29.5 Minimum staffing

(a) In accordance with 29.4, the minimum staff structure in the new model of care (i.e. not those services or wings of services that are operated under the traditional model) will be:

<table>
<thead>
<tr>
<th>AM M-F</th>
<th>AM W/E</th>
<th>PM</th>
<th>ND</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Care &amp; Clinical Staff* Target minimum ratios</td>
<td>1:7.5</td>
<td>1:7.5</td>
<td>1:20</td>
<td>At Peak activity periods and excluding exceptional circumstances**.</td>
</tr>
<tr>
<td>Residential Manager</td>
<td>One EFT All services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RN Grade 5 CNC</td>
<td>At least One EFT per shift</td>
<td></td>
<td></td>
<td>CNC roles case manage a portfolio of up to 40 residents and provide clinical support to all staff and residents when rostered on shift.</td>
</tr>
<tr>
<td>RN Grade 5 AHM</td>
<td>N/A</td>
<td>One per shift</td>
<td>One per shift</td>
<td>To ensure care continuity and access for families, the RN G5 AHM may be a CNC.</td>
</tr>
<tr>
<td>EEN or RN Grade 1 or 2</td>
<td>At least one per shift</td>
<td>At least one per shift</td>
<td>At least one per shift</td>
<td></td>
</tr>
<tr>
<td>Care Staff</td>
<td>At least 1 per apartment. Number dependent upon apartment [size see target ratios above].</td>
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<td></td>
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</tr>
</tbody>
</table>

*Direct care and clinical staff only includes carers, enrolled nurses, and registered nurses. This number does not include the Residential Manager, lifestyle staff members or any other support staff.

**Exceptional circumstances include occasional inability to replace staff due to unplanned absences, significant changes to occupancy and acuity, and during ramp up of new services.
29.6 **Workload Management**

(a) Benetas is committed to ensuring that staffing levels are appropriate to ensure the delivery of quality resident care in keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the residents.

(b) Should an Employee (or Employees) have concerns about their regular workload then that Employee (or Employees) has a responsibility to raise their concerns with their Manager. If appropriate action is not taken to address the workload issue, the Employee may escalate the issue to a more senior manager and/or utilise the dispute resolution procedure of this Agreement.

(c) Benetas has a responsibility to:

(i) respond promptly to issues raised by Employees (depending on the urgency of the request); and

(ii) take appropriate action in a timely manner.

(d) Nurses and Personal Care Workers on shifts of 7.6 hours or greater will have access to 30 minutes per shift to complete relevant documentation relating to resident care. Such time will be at the direction and coordination of the Manager and may include other relevant workplace documentation such as accreditation, Occupational Health and Safety (OHS), No Lift etc.

(i) Where there is no relevant documentation to undertake, the Employees will continue to work as directed.

(ii) In the event that the documentation requirements change through Governmental amendments of the ACFI instrument, then such time allocations as provided for in 29.6 above will be reviewed and amended to reflect this change.

29.7 **Staff Replacement**

(a) Where a vacancy arises in staffing or where a change to either resident needs or numbers occurs, Benetas will consider staffing requirements based on factors including but not limited to Employee workload and the assessed needs of the residents.

(b) Replacement of staff, because of planned or unplanned leave, will be determined by the Employee in charge of the shift in consultation with the Manager or appropriate delegate. The default position is that any planned or unplanned absences, in relation to the published roster, will be replaced with a like for like shift duration and classification as far as possible, depending on the amount of notice provided by the absent staff member.

(c) In circumstances, such as a drop in occupancy, reduced acuity or building renovation which requires the relocation of residents, absent staff may be replaced by a shorter shift or not at all, depending on resident numbers and requirements. The final decision in respect to staff replacement is the responsibility of the senior management of Benetas.
(d) Where staff replacement is required, as determined above, Benetas will make every reasonable effort to fill the position as soon as practicable. Where the position is ongoing, the position shall be advertised as soon as practicable from the time Benetas determines that replacement is required.

(e) Benetas will offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual or bank staff, where applicable.

30 ENROLLED NURSE – IN CHARGE OF FACILITY ALLOWANCE

Where Benetas has made every practical effort in accordance with Clause 29 but no Registered Nurse is available to be rostered on a shift in a facility 80 beds or more, then an Enrolled Nurse Employee will be appointed in the absence of the Director of Nursing or other Registered Nurse and will be paid an In Charge of Facility Allowance as set out in Appendix A in addition to all other allowances. During the shift a Registered Nurse must be rostered on call to assist the Enrolled Nurse.

31 TERMINATION OF EMPLOYMENT

31.1 Notice of Termination by the Employer

(a) Subject to paragraphs (b), (c) and (d) below, at the time of termination the Employer must provide the following periods of notice to all Employees other than casuals:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Minimum period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 and less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 and less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(b) A Registered Nurse with less than three years’ service will be entitled to no less than two weeks’ notice.

(c) An Employee over 45 years of age is entitled to one extra weeks’ notice if the Employee has completed at least two years of continuous service.

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

(e) Payment in lieu of notice prescribed above will 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 in lieu thereof. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee’s employment had continued until the end of the required notice period, the Employer would have been liable to pay to the Employee because of the employment continuing during that period (i.e. payment for ordinary hours plus all allowances, loadings and penalties and any other amount under the Employee’s contract of employment).

31.2 The period of notice in this clause does not apply:
in the case of dismissal for serious misconduct;

(b) to Employees engaged for a specific period of time or for a specific task or tasks;

(c) 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

(d) to casual Employees.

31.3 Notice of Termination by the Employee

(a) At the time of termination the Employee must provide to the Employer the same periods of notice as listed in Clause 31.1, unless there is agreement in writing with the Employer for a different period of notice. Casual Employees will only be required to give notice to the end of their current shift worked.

(b) If the Employee fails to give notice or fails to work their allocated notice period the Employer may withhold any monies due to the Employee on termination under this Agreement an amount not exceeding the Employee’s ordinary rate of pay for the notice period.

(c) The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is made up to the time of dismissal only.

31.4 Abandonment of employment

Where an Employee is absent from work for a continuous period of five working days without the Employer’s consent and without notification to the Employer, the Employer will attempt to contact the Employee by telephone (including mobile) and email. If unsuccessful, the Employer may inform the Employee by written correspondence that unless the Employee provides a satisfactory explanation for his or her absence within two days of such request being delivered to the Employee’s last known address and personal email address, the Employee will be considered to have abandoned their employment.

31.5 Transmission of Business

Where a business is transmitted from one employer to another, as set out in the Redundancy clause below, the period of continuous service that the Employee had with the first employer (or transferor) or any prior employer (or prior transferor) is deemed to be service with the second employer and taken into account when calculating notice of termination. However an Employee will not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in which notice has already been given or paid for.

32 REDUNDANCY

32.1 Definitions
(a) **Business** includes trade, process, business or occupation and includes part of any such business.

(b) **Redundancy** occurs where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

(c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

(d) **Week's pay** means the ordinary time rate of pay for the Employee concerned. Provided that such rate will exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

32.2 An Employee is entitled to be paid redundancy pay by the Employer if the Employee’s employment is terminated:

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

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

32.3 **Transfer to Lower Paid Duties**

Where an Employee is transferred to lower paid duties, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated, and the Employer may, at the Employer’s option, make a payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

32.4 **Severance Pay**

(a) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated will be paid the following amount of severance pay in respect of a period of continuous service:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay*</td>
</tr>
<tr>
<td>Service Duration</td>
<td>Weeks' Pay</td>
</tr>
<tr>
<td>------------------</td>
<td>------------</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks' pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks' pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks' pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks' pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks' pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>16 weeks' pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks' pay</td>
</tr>
</tbody>
</table>

*Week's pay is defined in Clause 32.1(d)*

(b) For the purposes of this clause, continuity of service will be calculated in the manner prescribed by Clause 51 – Long Service Leave.

### 32.5 Employee Leaving during Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice set out in Clause 31 – Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

### 32.6 Alternative Employment

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

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

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

### 32.7 Job Search Entitlement

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

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

### 32.8 Employees Exempted

Clause 32 of this Agreement does not apply to:
Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

Apprentices;

Trainees;

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

Casual Employees.

32.9 Transmission of Business

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

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

(ii) Where the Employee rejects an offer of employment with the new Employer:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the old Employer; and
- which recognises the period of continuous service which the Employee had with the old Employer and any prior transferor to be continuous service of the Employee with the new Employer.

The Fair Work Commission may vary paragraphs (a)(i) or (a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

32.10 Redundancy Disputes

(a) Clauses (b) and (c) below impose additional obligations on an Employer where an Employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).

(b) Consistent with the obligations to consult at clause 57, where a redundancy dispute arises, and if it has not already done so, an Employer must provide affected Employees and the relevant union or unions (if requested by any affected Employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
• the number and categories of workers likely to be affected; and

• the period over which any proposed redundancies are intended to be carried out.

(c) Where a redundancy dispute arises and discussions occur in accordance with this clause the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

PART D – CAREER STRUCTURE

33 CLASSIFICATIONS

33.1 The wage rates and allowances for the classifications are set out in Appendix A. The classification definitions, appointment and progression criteria are set out in Appendix B.

33.2 Amendments to classifications and classifications in grades made by previous Agreements have been incorporated into Appendix A of this Agreement.

33.3 From the commencement of this Agreement the Wage Skill Group Experience payments at each year will be increased by the wage increases specified in this agreement (i.e. the experience payments will not be a fixed amount but will be indexed by the wage increases).

33.4 Qualification for a new classification

(a) Where an Employee under this Agreement becomes qualified to perform work in another classification, the Employee will notify their Manager in writing, and provide a copy to the People, Culture and Diversity team.

(b) The Manager (or the People, Culture and Diversity team on behalf of the Manager), will respond to the Employee in writing, advising of any current vacancies for the classification the Employee is now qualified to perform. Such vacancies may include anticipated vacancies.

(c) In the event that there are no vacancies, the Employee may remain at her / his current classification.

(d) In the event that there are vacancies, the Employer and Employee will meet to discuss them, which may include the ordinary recruitment process. The purpose of the meeting(s) will be to assess the Employees suitability for the vacant position and to reach agreement on the terms of Employee’s employment at the new classification for which they are qualified. The details of such appointment will be subsequently provided in writing consistent with the requirements at clause 27 (Letter of Appointment). Where the Employer and Employee cannot reach agreement regarding the terms of appointment at a new classification, the Employee will remain at the current classification.
(e) Nothing in this clause will break the continuity of the Employee’s service.

(f) The Employer and Employee may have their chosen representative assist them at any time, except for the purposes of attending an interview in accordance with the ordinary recruitment process.

(g) For the sake of clarity, this clause does not apply to a circumstance where an Employee obtains a qualification that entitles her/him to a Qualification Allowance or a higher grade within their current classification or progression to another pay point.

34 REGISTERED AND ENROLLED NURSES

Registered Nurses

34.1 Registered Nurse Entry Level

An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will be paid at the Grade 2 Year level immediately above the weekly salary applicable to that Enrolled Nurse (inclusive of Leader and Qualification Allowance where applicable) effective from commencement of employment as a Registered Nurse.

34.2 Registered Nurse Grade 2

A Registered Nurse may only be classified and paid as a Grade 2 in circumstances where a he or she works under the direct supervision of a more experienced Registered Nurse who is in charge of the same section or unit within which the Registered Nurse Grade 2 is working (i.e. the Registered Nurse Grade 2 is not in charge of or responsible for a section or unit of the facility but works under direct supervision).

34.3 Registered Nurse Grade 4A Structure

(a) Where a Registered Nurse Division 1 is appointed as a Nurse Unit Manager and paid Grade 4A, she /he will automatically progress to Grade 4B upon the completion of two years of experience as a Nurse Unit Manager.

(b) Where a Nurse Unit Manager Grade 4A has two years of experience or more as a Nurse Unit Manager upon the coming into operation of this Agreement, he / she will progress to the first increment of Grade 4B on the first pay period on or after the Agreement coming into operation. Employees will progress through the increments consistent with their experience (as defined).

34.4 Registered Nurse Grade 5

In the event the base salary for the Grade 4 classification exceeds the base salary for the Grade 5 classification the Grade 5 Employee will be paid no less than the Grade 4 rate.
Enrolled Nurses

34.5 The classification structure for Enrolled Nurses is set out in Appendix B. An Enrolled Nurse will progress from Pay Point to Pay Point, subject only to the prescribed education and experience requirements.

(a) Enrolled Nurse Level 1 (EN1)

(i) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.

(ii) Progression – An EN1 will progress through the increments on completion of a year of experience (as defined), including previous experience.

(iii) There is no progression for an EN1 who is not authorised by the NMBA to administer medications to the EN2 classification.

(b) Enrolled Nurse Level 2 (EN2)

(i) Certificate IV Entry - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Certificate IV – Nursing [HLT 43407] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN Level 2.7.

(ii) EN Levels 2.1 to 2.7 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification. However, where an EN without notation refuses to administer medications they will be classified at the appropriate year level of EN1.

(iii) Diploma Entry - EN Level 2.2 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing [HLT 51607] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN Level 2.7.

(iv) Progression – An EN2 will progress through the increments on completion of a year of experience (as defined), including previous experience.

(v) Payment will be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
AGED CARE EMPLOYEES AND HEALTH PROFESSIONALS

35.1 Personal Care Worker (‘PCW’) Structure

Included at Appendix B is the staffing structure for personal care workers, however titled, within aged care facilities. Reference to a ‘Wage Skill Group’ refers to the Wage Skill Group Structure outlined in Appendix B.

35.2 The classification structure and definitions for Activities /Lifestyle /Diversional Therapists are also outlined in Appendix B.

36 TRAINEES

36.1 From the commencement of this Agreement the parties agree to introduce a new EN Trainee rate of pay at 95% of the previous Pay Point 1 rate of pay.

36.2 The pay rates for Aged Care Trainees are included in the pay rates provided in Appendix A. The Aged Care Trainee rate is at WSG1 for all trainees other than a Personal Care Worker. In all other respects the terms and conditions of trainees are provided by this Agreement.

36.3 Personal Care Worker Traineeship Program

(a) Benetas is committed to introducing a 12 month traineeship program for Personal Care Workers. Trainees engaged under this program will be engaged for a fixed term period and paid for supernumerary training hours and training conducted at TAFE. Benetas will also fund all associated trainee costs such as learnings materials including books and TAFE fees.

(b) During the traineeship, the Employee will be paid per the following:

- During the 0-3 month period, a person will be acquiring basic skills as part of their traineeship and undertaking 0-6 units of the qualification – paid 75% of fully qualified rate (Wage Skill Group 6, Year 1) (note: 6 units represents 45% of the qualification)
- At the end of the 3 months, a person will be paid at 85% of fully qualified rate (regardless of the number of units undertaken/completed in the first 3 months) while completing the remaining units of their qualification/traineeship.
- On completion of qualification (13 units)/traineeship, a person will receive 100% of qualified rate regardless of time served.

(c) This trainee program will be trialled up to the end of December 2019. Should the trainee program not continue, Benetas will negotiate with the Unions in regards to any new traineeship programs.

PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT

37 EDUCATION AND PROFESSIONAL DEVELOPMENT

37.1 Benetas will support and encourage individuals in their ongoing education and professional development with the provision of in-service programs, and with additional possibilities of accessing accredited short courses, workshops and
supported relevant studies. Costs may be either shared or paid for in total by the Employer or release from work provided at the discretion of the Employer.

37.2 In recognition of the importance of ongoing education and professional development, a full time Employee may seek approval for up to four (4) days paid education and professional development leave per year, to attend all in service programs, conference, seminar, workshop, or similar as approved by the employer. Part time Employees who work not less than two (2) shifts per fortnight will be entitled to leave under this clause on a pro rata basis. For the purposes of this clause a ‘day’ of leave means the shift length foregone in order to undertake the education/CPD activity and in order to fulfil the contract of employment.

37.3 In addition to the entitlements contained in this clause other costs for education and professional development may be either shared or paid for in total by the Employer and release from work provided in accordance with this clause and the policy of the Employer.

37.4 Education and professional development leave is non-cumulative.

37.5 Education and professional development leave will be taken at a time that is mutually agreed between the Employer and the Employee. The Employer will within seven days of the request being made, notify the Employee in writing whether the leave is approved. If the leave is not granted, the reasons will be included in the notification to the applicant. The Employer will not unreasonably withhold approval for such leave.

37.6 Grievances in relation to the granting of leave under this clause will be resolved under the Grievance Resolution Procedure.

37.7 The existing examination leave entitlement for Registered Nurses, namely three days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study, may be taken by Registered Nurses as professional development or conference leave and is in addition to the provisions of clause 37.2 of this Agreement. However, the three days examination leave pursuant to this clause will:

(a) not accumulate from year to year.
(b) be available to full and part time Employees who are employed to work on average for three shifts or 24 hours per week.
(c) be subject to the Employee having been employed by the facility or network for eighteen months immediately prior to the taking of examination leave.
(d) be granted for studies which are related to the classification duties in this agreement, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a tertiary institution.
(e) be taken at a time that is mutually agreed between the Employer and Employee. The Employer will not unreasonably withhold approval for such leave.
The Employer believes in developing the skills and potential of existing Employees especially:

(a) PCWs undertaking a course of study leading to registration as a Registered or Enrolled Nurse;

(b) Enrolled Nurses undertaking a course of study for undergraduate Registered Nurse education, medication endorsement or gap training for changes or additions to medication endorsement qualifications.

To facilitate such development, Benetas will provide access to the examination leave prescribed in clause 37.7 for PCWs or ENs undertaking a Diploma or Degree in Nursing. Benetas will maintain policies and practices that may assist Employees to meet the requirements of further study.

38 INTERNAL/COMPULSORY EDUCATION AND TRAINING

38.1 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. All training courses undertaken at the request of the Employer and identified as essentials training will be undertaken as paid leave. In particular every Employee must attend training required to meet statutory responsibilities as determined by the relevant position including but not limited to the areas of fire and emergency procedures, manual-handling, No Lift, respect and responsibility as provided by the Employer in each twelve months period or as required.

38.2 The Employer will meet fees and expenses associated with such mandatory training as identified in clause 38.1 including attendance for such training (whether face to face or on-line as appropriate). Where the Employee attends mandatory training other than during the course of a rostered shift, the minimum payment will be:

(a) The length of the face to face 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 Employees is rostered, or

(b) The length of the face to face 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.

38.3 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. Should a staff member complete their E-learning module outside of hours they will be paid the nominated length of any on line module provided that the minimum payment will be half an hour at the ordinary time rate. The maximum number of out of hours an Employee may complete is four hours in any calendar year.

38.4 Attendance at any training course other than those referred to at 38.1 above may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.
38.5 Where the Employer has implemented or is participating in a manual handling training program every Employee must attend the training required.

38.6 Should an Employee fail to complete Benetas essentials training within two months of the training being allocated and the Employee being notified, Benetas may initiate disciplinary procedures in accordance with clause 55.

PART F – HOURS OF WORK, ROSTERS AND RELATED MATTERS

39 HOURS OF WORK

39.1 The hours for an ordinary week's work will be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement, a five week period in the case of an Employee working ten hour shifts) and will be paid either:

(a) in a week of five days in shifts of not more than 7.6 hours each; or

(b) by mutual agreement in a week of four days in shifts of not more than 9.5 hours each; or

(c) by mutual agreement, provided that the length of any ordinary shift, will not exceed ten hours; or

(d) in 76 hours per fortnight to be worked as not more than ten days of not more than eight hours each; or

(e) in 152 hours per four week period to be worked as nineteen days each of eight hours.

39.2 Employees with the agreement of the employer, pursuant to Clause 39.1(e) above receive an accrued day off or rostered day off (ADO) may, with the consent of the Employer accumulate such ADOs up to a maximum of three in any one year. Accumulated ADOs must be taken in the year in which they accumulate. The Employee must give at least 14 days notice of taking a banked ADO. Due to operational requirements the Employer may require an Employee to take a banked ADO with a minimum of 48 hours notice. In the case of termination of employment for whatever reason, accumulated ADOs will be paid to the Employee by the Employer.

39.3 Subject to the roster provision Clause 42 – Rosters, not more than 48 ordinary hours are to be worked in any week of a fortnight of 76 ordinary hours.

39.4 With the exception of time occupied in having meals (which will be a period of not less than 30 minutes for each meal), the work of each shift will be continuous.

39.5 Notice of Days Off

Except as provided in Clause 39.1, in cases where by virtue of the arrangement of his or her ordinary working hours an Employee is entitled to a day off during his or her work cycle, such Employee will be advised by the Employer at least two weeks in advance of the week day he is to take off.
Day/s Off in Each Week - Registered Nurses

39.6 Registered Nurses will receive at least one clear day off in each week in the case of day-shift Employees and one clear night in each week in the case of night-shift Employees.

39.7 Provided that during any working period not exceeding three consecutive weeks, the day or night off may, with the approval of the Director of Nursing, be allowed to stand over, and be taken at a time mutually agreed upon in any one consecutive period equivalent to one day or night, as the case may be, for each week in the period concerned.

Day/s Off in Each Week - Enrolled Nurses and Aged Care Employees

39.8 Other than by mutual agreement, and at the written request of the Employee, no Employee will be required to work more than six consecutive periods of ordinary duty without 24 hours off duty. Provided further that notwithstanding anything else contained in this part, where the Employer requires an Employee to work more than six consecutive periods of ordinary duty without 24 hours off duty will be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he or she has been given 24 hours off duty.

39.9 For the purposes of this clause the working week will commence at midnight on a Sunday.

40 OVERTIME

40.1 To be paid in accordance with this clause, overtime must be authorised by a nominated representative of the Employer in accordance with the designated process, except in cases where it is impracticable to obtain such authorisation.

40.2 Registered Nurses

Except in the case of a Director of Nursing where a Deputy or Assistant Director of Nursing is also employed, all work done by a Registered Nurse in excess of the number of ordinary full-time rostered hours, as per Clause 39 will be paid at the rate of time and a half for the first two hours and double time thereafter, or otherwise in accordance with the attached table. For the purpose of this clause each day or shift will stand alone.

<table>
<thead>
<tr>
<th>Registered Nurses</th>
<th>First 2 Hours</th>
<th>Thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekday</td>
<td>Time and a Half</td>
<td>Double Time</td>
</tr>
<tr>
<td>Weekend</td>
<td>Double Time</td>
<td>Double Time</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>Double Time</td>
<td>Double Time</td>
</tr>
<tr>
<td>Weekend Public Holiday</td>
<td>Double Time</td>
<td>Double Time</td>
</tr>
</tbody>
</table>

40.3 Enrolled Nurses and Aged Care Staff
In the case of an Enrolled Nurse or Aged Care Employee, the following overtime rates will be paid (or otherwise in accordance with the attached table) for all approved work done:

(a) in excess of the number of hours fixed as a day, a week or a fortnight’s work as the case may be (as per Clause 39 - Hours of Work) - time and a half for the first two hours and double time thereafter;

(b) as overtime outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty - double time; or

(c) outside a spread of nine hours from the time of commencing work by an Employee rostered to work broken shifts - time and a half, and outside a spread of twelve hours from the time of commencing work - double time.

<table>
<thead>
<tr>
<th>Day</th>
<th>First 2 Hours</th>
<th>Thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekday</td>
<td>Time and a Half</td>
<td>Double Time</td>
</tr>
<tr>
<td>Weekend</td>
<td>Double Time</td>
<td>Double Time</td>
</tr>
<tr>
<td>Public Holiday</td>
<td>Double Time and a Half</td>
<td>Double Time and a Half</td>
</tr>
<tr>
<td>Weekend Public Holiday</td>
<td>Double Time and a half</td>
<td>Double Time and a half</td>
</tr>
</tbody>
</table>

40.4 All Employees: Rest Periods - Affected by Overtime (Including Saturdays and Sundays)

(a) When overtime work (including recall to duty) is necessary it will, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.

(b) An Employee (other than a casual Employee) who works so much overtime between the termination of his or her last previously rostered ordinary hours of duty and the commencement of his or her next succeeding rostered period of duty that he or she would not have had at least ten hours continuously off duty between those times, will subject to this subclause, be released after completion of such overtime worked until he or she has ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

(c) If on the instructions of his or her Employer such an Employee resumes or continues work without having had such ten hours continuously off duty he or she will be paid at the rate of double time until he or she is released from duty for such rest period and he or she will be entitled to be absent until he or she has had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

(d) In the event of an Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to his or her place of residence the Employer will provide adequate transport free of cost to the Employee.
40.5 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 will be paid at a minimum of three hours at the appropriate overtime rate.

40.6 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee will work overtime in accordance with such requirement. An Employee is entitled to refuse a request to work additional hours where that request is unreasonable taking into account the factors identified in s.62(3) of the Fair Work Act, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee’s role and level of responsibility.

40.7 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 will be taken as mutually agreed between the Employer and Employee, provided that accrual of such leave will not extend beyond a 28 day period. Where such time has not been taken within the 28 day period (or on termination or resignation), such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

40.8 For the purposes of this clause, in accruing or calculating payment for overtime, each period of overtime will stand alone.

40.9 Recall to Duty

(a) An Employee, whether required to be on call or not, and who is recalled to work after leaving the Employer’s premises will be paid for a minimum of:

(i) Registered and Enrolled Nurses- three hours work at the appropriate overtime rate.

(ii) Aged Care Employees – four hours work at the appropriate overtime rate.

(b) An Employee who is recalled to work will not be obliged to work for three or four hours if the work for which the Employee was recalled is completed within a shorter period. Provided that if the Employee is called out again within the original three/four hour period the Employee will only be paid for the total hours worked (i.e. For a nurse - if the first call out takes one hour and the Employee is called in again two hours after the original call out time and works a further two hours then the maximum payment is four hours).

(c) If the Employee is not rostered on call:

(i) the time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
(ii) If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

40.10 Rest break during overtime

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

41 SATURDAY AND SUNDAY WORK

41.1 All rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday will be paid for at the rate of time and a half. Such rates are in addition to, not in substitution of, the relevant shift loading.

41.2 Rostered time of ordinary duty performed between midnight on Saturday and midnight on Sunday will be paid for at the rate of time and a half. Subject to:

(a) Employees in the following classifications who work a Sunday day shift where the shift penalties detailed in clause 43 are not applicable, will be paid as follows:

| Wage Skill Group 1-2 | an amount equal to one \(\frac{1}{38}\)th of the weekly wage appropriate to the Employee's classification per hour plus 65\%.
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
| Wage Skill Group 3 and above | an amount equal to \(\frac{1}{38}\)th of the weekly wage appropriate to the Employee's classification per hour plus 57\%.

41.3 Such rates are in addition to, not in substitution of, the relevant shift loading.

41.4 This clause will not apply to a Director of Nursing or Deputy Director of Nursing (however titled).

42 ROSTERS

This clause will not apply to casual Employees, Directors of Nursing or Deputy Directors of Nursing.

42.1 Publication

(a) A roster of at least fourteen days duration setting out Employees’ daily ordinary working hours, commencing and finishing times and meal intervals (where required) will be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by Employees and representatives of the Employees, including the ANMF and HWU.

(b) The posted roster will include a statement that an Employee may notify the Employer that the Employee does not agree to a change of shift (as defined in Clause 43 of this Agreement) proposed in that roster and advising Employees how to provide any such notification.
42.2 Except as in emergency situations seven days’ notice will be given of a change in roster.

42.3 Where the Employer changes the roster, without seven days’ notice, the Employee will be paid a change of roster allowance of 2.5% of the relevant allowance rate (as defined). A part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the change of roster allowance for the additional shift(s) worked.

42.4 An Employee may request in writing to the Employer, that their roster be fixed by the provisions of paragraph (b) below, in lieu of Clauses 42.1 to 42.3.

(a) Rosters will be fixed by mutual agreement, subject to the provisions of this Agreement.

(b) An Employee may rescind any such request at any time, by giving written notice to the Employer. In such a case the roster for the Employee will be fixed according to the provisions of Clauses 42.1 to 42.3, from the commencement of the next full roster period being not less than five clear days after the rescission in writing is received.

42.5 The roster or rosters will be drawn up so as to provide at least eight hours between successive ordinary shifts.

42.6 Any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of Clause 42.4 above will be addressed under the Grievance Resolution Procedure of the Agreement.

42.7 Where rosters are not fixed by mutual agreement the Employer will not unreasonably vary the shifts worked by the Employees. The Employer will consult with the affected Employees and their representatives where such a change would have a significant effect within the consultation provision of this agreement.

42.8 Daylight Saving

(a) If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the ordinary time 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.

42.9 Rostering Principles

Over the life of the agreement, Benetas will develop and publish rostering principles which will include:

(a) Rostering processes including how Employees declare their availability for ‘additional’ shifts and how these will be allocated;
(b) A statement regarding rostering methods, which may include rostering by requests, dedicated rostering, allocated rostering by the Manager or a combination of these;

(c) A statement that the following factors will be considered in preparation of a roster that where possible.

(d) Appropriate skill mix and adequate levels of staff taking into account the acuity of residents and the layout of each facility;

(e) Minimisation of AM shifts immediately after a PM shift (i.e. a late/early);

(f) Minimisation of night shifts being mixed with AM and PM shifts in any one week, except where Employees elect that this is their preferred roster;

(g) Minimisation of on-call immediately before days off; and

(h) Minimisation of on-call work on days off.

43 SHIFT WORK

43.1 In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. will be paid an amount equal to 2.5% of the relevant allowance rate as defined per rostered period of duty.

43.2 Provided that in the case of an Employee where the majority of rostered hours of ordinary duty finish on the day after commencing duty or the majority of rostered hours are worked after midnight and before 5.00 a.m. they will be paid for any such periods of duty an amount equal to 5% of the relevant allowance rate from the commencement of this Agreement.

43.3 For the avoidance of doubt, shift allowances for a Registered Nurse are calculated at Registered Nurse Level 1.

44 MEAL BREAKS

44.1 An Employee who works a shift of five and a half hours or more will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which must be taken before the completion of five hours work. Employees are entitled to leave the ward/unit and facility during their meal break.

44.2 Where an Employee is required to remain available or on duty during a meal break (including that they are advised that they are unable to leave the ward/unit or facility) or is interrupted during that meal break, the Employee will continue to be paid until such time as the meal break is taken by the Employee, free from duty, or the Employee’s shift ends (whichever occurs first).

44.3 Where an Employee is regularly unable to take his or her meal break then a "crib time" arrangement should operate so that the Employee is granted a paid meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty.
44.4 Provided that at the request of the Employee, and with the agreement of the Employer, where shifts of six hours or less duration are worked, an Employee may, in lieu of meal break and crib time provisions,

- finish the shift 30 minutes earlier; or
- work and be paid for the six hours (or lesser duration), choosing to take only the 2x 10 minute tea breaks or a single 20 minute break per clause 45.1.

45 REST INTERVALS

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

45.2 Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10 minute interval in each four hour period or part thereof greater than one hour.

45.3 Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.

45.4 Rest intervals will count as time worked.

46 HIGHER DUTIES

46.1 Any Employee (except a Deputy Director of Nursing or an Enrolled Nurse) engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which he or she is ordinarily employed will be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked will be paid for at that higher rate. Save that:

(a) A Deputy Director of Nursing who is called upon to relieve an Employee in a higher classification for a period in excess of five days, will be paid at the minimum of that higher classification for the entire period of relief.

(b) An Associate Nurse Unit Manager will only receive higher duties payments when relieving a NUM for a period in excess of five days, and will be paid at the minimum of that higher classification for the entire period of relief.

46.2 Payment for annual leave will be paid for the Employee’s regular hours at the ordinary rate. If an Employee performs higher duties for all of their hours for a continuous period of three months or more then all annual leave accrued during that time will be paid at the higher duty rate of pay provided that:

(a) the annual leave is taken during the higher duties period; or

(b) the leave is taken within one month of the completion of the higher duties and the leave is approved within the higher duty period.
PART G – LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS

47 ANNUAL LEAVE

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. The entitlements of casual Employees are set out in the casual clause of this Agreement.

47.1 Basic Entitlement

(a) All Registered Nurse Employees will be granted a minimum of five weeks (190 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause 47.7(a).

(b) All Enrolled Nurse and Aged Care Employees will be entitled to four weeks (152 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause 47.7(a).

(c) Such entitlement will accrue progressively during a year of service according to the Employee’s ordinary hours of work (including ordinary additional hours of work, but not overtime), and such leave will accumulate from year to year.

(d) Annual Leave accruals will be displayed on each Employee’s pay slip.

47.2 Shift Work

An Employee who is a shift worker, whether full-time or part-time, will be allowed an additional week of annual leave (38 hours for full-time Employees, pro-rata for part-time Employees). An Employee is to be regarded as a shift worker for the purposes of accruing this additional week of annual leave if, during any part of the relevant twelve months period of service:

(a) A Registered Nurse is regularly required to work and worked ordinary hours on weekdays and on weekends; or

(b) An Enrolled Nurse, Personal Care Worker or Aged Care Employee, , works:

(i) for more than four ordinary hours on 10 or more weekends; and/or

(ii) who is required to work and regularly works outside the hours of a day worker

For the avoidance of doubt:

‘regularly’ in this clause 47.2(b)(ii) means working at least 52 shifts (pro rata for part-time) outside the hours of a day worker (i.e start and / or finish outside the hours of 6.30 am to 6.00 pm Monday to Friday) over at least a 26 week period in any year.

47.3 Accrued Days Off and Annual Leave

Where the system of working provides for the taking of accrued days off, the maximum number of accrued days off will be thirteen in any calendar year. One day
of a year’s annual leave period will be regarded as an accrued day off for which no additional payment is to be made.

47.4 Public Holidays and Personal Leave occurring during Annual Leave

(a) Where any public holiday occurs during any period of annual leave, the Employee is entitled to receive payment for that public holiday and to have the annual leave that was to be taken on that day re-credited. However, the Employee may instead elect to receive an additional sum equal to a day's ordinary pay for such day rather than having it re-credited.

(b) Where an Employee becomes sick whilst on annual leave on any days on which he or she would otherwise have worked, and immediately forwards to the Employer a certificate of a registered health practitioner, then the day or days specified in the certificate will be deducted from any paid sick leave entitlement standing to the Employee’s credit, and the annual leave day(s) will be re-credited to his or her annual leave entitlement.

47.5 Effect of Termination on Annual Leave

(a) Where the employment of an Employee is terminated, the Employer will be deemed to have given all accrued leave (except so much, if any, as has already been taken) to the Employee as from the date of the termination of the employment, and will forthwith pay to the Employee, in addition to all other amounts due to the Employee, the Employee’s ordinary pay for the period of such leave, together with annual leave loading applicable to that leave.

Nothing in this subclause affects the obligation of an Employer to give, or an Employee to take, annual leave in accordance with this Agreement.

(b) The annual leave loading prescribed in Clause 47.7(a) will apply to pro rata payment of leave on termination or resignation of employment.

(c) Where annual leave has been taken in advance and:

(i) the employment of the Employee is terminated before he or she has completed the year of employment in respect of which such annual leave or part was taken; and

(ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under paragraph (a);

(iii) the Employer will not be liable to make any payment to the Employee under paragraph (a) and will be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

47.6 Taking of Leave
Six weeks’ notice of the date from which an Employee will commence his or her annual leave will be given by either the Employer (subject to paragraph (b) below) or Employee unless otherwise mutually agreed upon between the parties concerned.

An Employee with an accrued annual leave entitlement can apply for annual leave at any time (including single day leave) and such request will not be unreasonably refused by the Employer.

Annual leave is for rest, recreation and rejuvenation. On this basis, Benetas encourages Employees to take annual leave for each 12 month period within 6 months of the end of that period on the following basis:

(i) Where an Employee has an accrual of in excess of 175% of their annual entitlement or more, Benetas will consult with the Employee about the taking of leave in excess of one year of entitlement. The Employee will be provided with 14 days to submit an application for leave requesting a period of leave within the next 6 months.

(ii) In the event that the Employee does not submit a leave request/plan or submits a leave request that is refused by Benetas within the next 6 months, Benetas may require or request an Employee to take annual leave beginning no less than 8 weeks, or more than 12 months after the direction to take leave is given, provided the Employee would have at least one year of entitlement remaining.

(iii) Where Benetas and the Employee agree, the Employee may defer the taking of leave, for example, where they are planning an overseas trip, or to supplement a period of unpaid parental leave. The request will not be unreasonably refused provided the Employee has given a reason for the request, complies with notice requirements, and has taken at least one consecutive week of leave in the preceding 12 months.

(d) Except as provided in paragraph (e) below if the Employee and the Employer so agree the annual leave period or either of such separate periods may be taken wholly or partly in advance before the Employee has become entitled to the annual leave.

(e) On application by the Employee and by agreement with the Employer annual leave may be taken as single days in each year of employment. These single days may be taken consecutively. Annual leave so taken will be exempt from the payment in advance requirements below and will be paid in the next pay period.

47.7 Payment for Leave

(a) Employees will receive their ordinary pay during all periods of annual leave and, before going on leave, and may elect to be paid in advance for the period of such leave. Ordinary pay for the purposes of Annual Leave means the Employee’s usual weekly hours of work, or their average hours of work over the preceding 12 months, whichever is the greater, multiplied by their hourly rate of pay, provided that:
(i) In addition to the ordinary pay, as defined in this clause, all Employees will receive the higher of either:

(A) a loading of 17.5% calculated on the ordinary rate of salary, provided that for a Registered Nurse such loading will be on a maximum of 152 hours in respect of any year of employment;

or

(B) in respect of each week of leave granted an amount comprising the following that the Employee would have received had they not been on leave during the relevant period:

- all payments for ordinary hours of work;
- shift work allowances according to roster or projected roster;
- Saturday and Sunday special rates according to roster or projected roster;
- qualification allowances;
- uniform allowances;

(b) For the purposes of this part, unless otherwise stated, a year of employment will be deemed to be unbroken notwithstanding:

(i) any annual leave or long service leave taken therein;

(ii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

(iii) any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;

(iv) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Employer;

(v) any absence on any other account not involving termination of employment:

and in calculating a year of employment any absence of a kind mentioned in sub-paragraphs (i), (ii) and (iii) will be counted as part of the year of employment but in respect of absences of a kind mentioned in sub-paragraphs (iv) and (v) it will be necessary for the Employee as part of his or her qualification for annual leave to serve such additional period as equals the period of such absences.

(c) Where an Employee reduces their working hours by agreement with the Employer, any accrued hours of leave will be preserved as at the time of the reduction. On each subsequent period of annual leave, and at the request of the Employee and not otherwise, the Employee may elect to be paid annual leave at the pre-reduction accrual rate and may continue to so elect...
until the preserved hours are exhausted. All payments of such accrued preserved leave will be paid annual leave loading of 17.5%. However, where the accrued annual leave exceeds 152 hours, before the reduction in contracted working hours occurs the Employer may direct that up to half of the accrued annual leave is taken by the Employee.

47.8 Cashing Out Annual Leave

(a) Employees who have accrued in excess of four (4) weeks annual leave may apply in writing to Benetas to cash out the excess amount of annual leave, provided that:

(i) At least one year of accrued entitlement remains.

(ii) Each request must be a separate agreement in writing between Benetas and Employee.

(iii) Benetas will only agree if it is appropriate to the needs of the business and the Employee has taken at least one week of annual leave within the past 12 months.

(iv) The amount cashed out will be the full payment for which the Employee would have been entitled if they had taken the leave, including Superannuation Guarantee payments and annual leave loading.

(b) Any annual leave that is “cashed out” will be paid at the rate ordinarily paid for annual leave.

(c) Superannuation guarantee contributions and annual leave loading will also be paid in respect to any amount of “cashed out” annual leave.

47.9 Purchased Leave

(a) Purchased leave enables Employees, by mutual agreement with the Employer (but only upon the request of the Employee), to access up to 20 working days unpaid additional leave in a twelve month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken. Full time and part time Employees may apply to work either the 48/52 or 50/52 model of employment. This is a separate model of employment whereby the Employee receives two or four weeks unpaid leave per year in addition to their other leave entitlements and is paid for 52 weeks per year at the fractional rate of 48/52 or 50/52 of the annual salary for his/her position.

(b) The Employer may grant purchased leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.

(c) Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.
(d) Purchased leave may be taken in conjunction with other types of leave. Requests for leave will be managed in accordance with the Employer’s policy. Purchased leave may not be used to break a period of long service leave and purchased leave does not affect the period of service for long service leave accrual purposes.

(e) Purchased leave must be used in the twelve month period in which it is purchased. Benetas reserves the right to pay out the portion of the purchased leave not taken.

(f) Purchased leave and associated salary deductions will be based on the Employee's average daily hours (7 hours 36 minutes for full time Employees) and the Employee's substantive salary.

(g) If personal leave is taken while an Employee is working on the 48/52 model, the daily rate of pay is 48/52 of the full-time rate. If personal leave is taken while an Employee is working on the 50/52 model, the daily rate of pay is 50/52 of the full-time rate.

(h) Where the Employee’s employment terminates, deductions made for purchased leave not yet taken will be repaid.

(i) Where the Employee’s employment terminates and there are outstanding deductions for purchased leave, the Employee may elect to have the amount treated as overpayment of salary or offset against Annual Leave credits.

47.10 Discretionary Leave Without Pay

(a) Managers may grant Discretionary Leave Without Pay ('DLWOP') up to a maximum of four weeks. Longer periods of DLWOP up to 52 weeks require the approval of the General Manager People Culture and Diversity.

(b) With the exception of parental leave, DLWOP is granted at the absolute discretion of Benetas Management.

(c) DLWOP will only be considered after all other paid entitlements have been taken.

(d) All DLWOP must, where possible, be applied for and approved in advance, using the organisation’s standard leave form.

(e) Absences on approved leave without pay do not break continuity of service, however, such absences do not count in the calculation of benefits. An Employee will not be paid for public holidays whilst on DLWOP.

48 PERSONAL/CARERS LEAVE

48.1 Employees are entitled to personal/carer’s leave in accordance with the provisions of the NES.

48.2 Casual Employees have no entitlement to paid personal/carer’s leave, but do have an entitlement to unpaid leave.
48.3 **Entitlement to Paid Personal/Carer’s Leave**

(a) The amount of personal/carer’s leave to which a full-time Employee is entitled depends on their length of service and accrues as follows:

(i) For the first and second year of service – 91 hours and 12 minutes (or, if an Employee regularly work shifts of 9.1 hours or more, this entitlement or 10 days leave, whichever is greater);

(ii) For the third and fourth years of service – 106 hours and 24 minutes for each year; and

(iii) For all subsequent years of service – 129 hours and 12 minutes for each year.

(b) The amount of paid personal/carer’s leave for a part-time Employee is on a pro-rata basis corresponding to their year of service.

48.4 **Accrual of Personal Leave**

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

(b) To the extent that this Agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions will apply to this clause.

48.5 **Taking of Personal/Carer’s Leave**

(a) An Employee may take paid personal/carer’s leave:

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

(ii) to provide care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because of:

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

(iv) an unexpected emergency affecting the member.

(v) for the purposes of attending a home emergency as provided for in clause 48.10 below;

(vi) to facilitate family violence leave as defined in Clause 61.1 – Family Violence.

48.6 The Employer may, in its discretion, grant paid leave consistent with the provisions for carer’s leave to provide care or support for a person who is not a member of the Employee’s household or who does not fall within the scope of the term ‘immediate family’.
48.7 Payment of Paid Personal/Carer’s Leave

(a) If an Employee takes a period of paid personal/carer’s leave, Benetas will pay the Employee at the Employee’s ordinary rate of pay excluding penalties and allowances, unless otherwise specified.

Personal Leave to Care for an Immediate Family or Household Member

(b) In accordance with Clause 48.3 there is no maximum amount of paid personal leave that an Employee may take as carer’s leave in any one year, provided the Employee has accrued sufficient personal leave to take the carer’s leave absences as paid leave.

(c) Leave may be taken for part of a single day. Each day or part of a day of personal leave taken is to be deducted from the amount of personal leave provided in Clause 48.3.

(d) In normal circumstances an Employee must not take carer’s leave under this clause where another person has taken leave to provide care or support for the same person. Where shared responsibility for the person concerned applies, the Employer may request the Employee to demonstrate how arrangement are being made to share the taking of carer’s leave.

48.8 Unpaid Personal/Carer’s Leave

(a) An Employee is entitled to two (2) days unpaid personal/carer’s leave for each occasion when a member of the Employee’s immediate family, or a member of the Employee’s household, requires care or support because of:

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

(ii) an unexpected emergency affecting the member.

(b) An Employee is entitled to unpaid personal/carer’s leave for a particular occasion only if the Employee cannot take an amount of paid personal/carer’s leave.

48.9 Notice and Evidence Requirements

(a) To be entitled to leave under this clause an Employee, it is expected that an Employee will notify Benetas at least two hours before the time rostered but in any event as soon as is reasonably practicable after the Employee realises that he or she cannot make the scheduled shift (which may be at a time before or after the leave has started), that the Employee is (or will be) absent from his or her employment.

(b) Benetas requires notification to:

(i) be given to the Employee’s direct manager, or their delegate;

(ii) be made via phone. Notifications by text, email, fax or any other means are not acceptable unless approved in advance by Benetas; and
(iii) be made by the Employee. Notification by a family member will only be accepted in exceptional circumstances.

(iv) include estimate duration of the absence (if known)

(v) include the reason for taking leave which may include the name of the person requiring care or support and their relationship to the Employee.

(c) To be entitled to personal/carer’s leave during the period, the Employee will be required to give Benetas as soon as reasonably practicable (which may be at a time before or after the personal leave has started) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion which may include:

(i) their opinion the Employee was, is, or will be, unfit for work during the period because of a personal illness or injury; or

(ii) a certificate from a registered health practitioner (or equivalent) stating that, in their opinion, the member of the immediate family (as defined) requires or required care and support during the period due to personal illness or injury; or

(iii) A statutory declaration signed by the Employee stating the leave is/was taken for a permitted reason as detailed in Clause 48.5(a) or (b).

(d) In the event of an Employee claiming personal/carer’s leave when they are unwell, they will not be required to provide evidence for absences of one (1) day, provided the number of occasions without furnishing evidence does not exceed three (3) occasions in any one (1) anniversary year. However, subject to (e) below), a certificate from a registered health practitioner must be provided where an Employee was:

(i) sick or injured during annual leave;

(ii) absent on the day immediately before or after a public holiday.

(e) A Statutory Declaration may only be provided for not more than a total of six (6) days in any anniversary year, with a maximum of three (3) days on any one occasion.

(f) If the Employee’s absence from work extends beyond three days, the Employer may require the Employee to seek advice from a registered health practitioner.

(g) Indicative examples of what can and what cannot be considered as carers leave is as follows:
<table>
<thead>
<tr>
<th>What is carer’s leave</th>
<th>What is not carer’s leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caring for child who is not sick when crèche shuts suddenly because of gastro outbreak</td>
<td>Attending a child’s concert</td>
</tr>
<tr>
<td>Family members breaks an arm or leg and needs support for several days</td>
<td>Attending a day-time parent-teacher interview</td>
</tr>
<tr>
<td>Family members admitted to hospital and needs support</td>
<td>Staying at home because of a sick pet</td>
</tr>
<tr>
<td>Taking a parent or child to a medical appointment</td>
<td>Staying home to assist a VCE student with final exam preparation</td>
</tr>
</tbody>
</table>

(h) Nothing in Clause 48.9 restricts Benetas from requiring a medical certificate to support sick leave claims where it has become apparent that a pattern of absence is occurring and management has a reasonable belief that the entitlement is being abused.

(i) Employees will be required to provide evidence requirements outlined in Clause 48.9 in accordance with the provisions of Clause 48.10 (Home Emergency) or Clause 48.11 (Personal Leave to Attend Appointment) and Clause 61 (Domestic Violence).

(j) In instances where the notification or evidence requirements are not met, the absence will be deemed to be unauthorised leave.

### 48.10 Home Emergency

(a) Other than for sick and carers leave as provided for above, an Employee may take home emergency leave in the event a local emergency has damaged or threatens to damage the Employee’s home. Such local emergency may include but is not limited to storm and flood damage, fallen and/or unsecured trees or power lines etc.

(b) Such leave is available to enable the Employee to make the necessary immediate arrangements to protect their home.

(c) The Employer may request evidence of the emergency and the need to take leave. Failure to substantiate the absence may result in non-payment for the period of leave taken.

### 48.11 Personal Leave to Attend Appointment

(a) Where an Employee is absent from duty on account of or required to attend a registered health practitioner for an appointment, the Employee will be granted out of sick leave entitlements leave of absence for a period not exceeding five
working days in aggregate in any anniversary year, subject to provision of satisfactory evidence of attendance at such appointments.

(b) The Employee must give the Employer prior notice of the Employee's intention to take such leave, particularly for planned appointments.

(c) If an Employee can reasonably attend their rostered shift prior to the appointment or after the appointment (with consideration of travel time), the employee will be required to do so.

48.12 Pooled Personal Leave Fund

Benetas will allocate 1,000 days (7,600 hours) at the start of each financial year from the commencement of this Agreement to a pooled Emergency and Significant Illness/Injury Leave Fund (the Fund). This Fund will provide paid leave to successful applicants where they have exhausted (or are likely to exhaust) their accrued personal leave due to an emergency or serious illness or injury or the emergency or serious illness or injury of an immediate family member as defined below. The pool is non-cumulative per year and will be allocated on the 1 July each year for the life of the agreement.

(a) To be eligible to draw on this fund:

(i) The injury or illness to the Employee or a member of the Employee's immediate family as defined in Clause 10 (Definitions) must require leave in excess of 10 working days.

(ii) The application must be supported by a detailed medical certificate defining the nature of the injury or illness. For the purpose of this pooled fund only, Benetas (at their expense) has the right to request an independent medical certificate to verify an applicant’s incapacity to work.

(iii) The Fund is not available for any injury or illness that is the subject of a Work Cover claim or entitlement

(iv) Managers must provide an Employee who they know may fit the criteria for access to the Fund with information about the Fund.

(v) A written application must be made directly to the General Manager People, Culture and Diversity via their General Manager and must be accompanied by evidence that is reasonable in the circumstances.

(b) The criteria to access the Fund will include but is not limited to:

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

(ii) an operation, accident or injury that requires an extended recovery period (e.g. a hip replacement, gynaecological surgery, bunion removal, fractures etc.).
The usual maximum period of additional leave provided by the Fund will be six weeks (provided that in exceptional circumstances and upon a separate written application, Benetas may at its discretion extend the leave provided based on the circumstances of the case).

To the extent that this agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.

Where an Employee has access to life insurance and or income protection, they will seek to use their insurance prior to applying for Benetas pool leave.

49 COMPASSIONATE LEAVE

The provisions of this clause apply to full-time and part-time Employees but do not apply to casual Employees. The entitlements of casual Employees are set out in Clause 25.7.

49.1 An Employee is entitled to two (2) days compassionate leave for each occasion (a permissible occasion) when a member of the Employee’s immediate family or a member of the Employee’s household:

(a) dies; or

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

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

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

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

49.3 Leave may be taken for a particular permissible occasion as a continuous two day period or in two or more separate periods and the leave may be taken at any time while an illness or injury persists.

49.4 Compassionate leave is paid at the Employee’s ordinary rate exclusive of any projected shift penalties or allowances.

49.5 Any day or part of a day of compassionate leave is not deducted from the Employee’s personal leave entitlement.

49.6 An Employee must give his or her employer notice of the taking of leave under this clause by the Employee. This notice must be given to the employer as soon as practicable (which may be a time after the leave has started) and must advise the employer of the period, or expected period, of leave.
49.7 Proof of death or evidence of injury or illness that poses a serious threat to life must be provided to the satisfaction of the Employer, if requested.

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

50 PARENTAL LEAVE

This clause reflects the NES at the commencement of this Agreement. Should the NES be amended during the life of this agreement the amended NES will apply.

50.1 Subject to the terms of this clause and the NES, permanent Employees with not less than 12 months service and eligible casuals are entitled to:

(a) Unpaid parental leave of up to 12 months for full time and part time Employees in connection with the birth or adoption of a child

(b) The right to request an extension of up to 12 months;

(c) The right to request part time work or to apply for an individual flexibility arrangement; and

(d) Transfer to a safe job.

For the purposes of this clause, continuous service is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).

50.2 An eligible casual Employee means a casual Employee:

(a) employed by an Employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

(b) who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt.

50.3 An Employer must not fail to re-engage a casual Employee because:

(a) the Employee or Employee’s spouse is pregnant; or

(b) the Employee is or has been immediately absent on parental leave.

50.4 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

50.5 Definitions

(a) For the purpose of this clause, child means a child of the Employee under school age except for adoption of an eligible child where ‘eligible child’ means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
(b) For the purposes of this clause, **spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee’s ‘de facto spouse’ means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

(c) For the purposes of this clause, a **week** will mean an Employees contracted hours, or their average hours over the preceding 12 months prior to taking parental leave.

## 50.6 Basic Entitlement

(a) Employees, who have or will have completed at least twelve months continuous service, are entitled to a total of 52 weeks paid (if provided under this Agreement) and unpaid parental leave in relation to the birth or adoption of their child.

## 50.7 Paid parental leave

(a) An Employee, other than a casual Employee, who has an entitlement to unpaid parental leave will be entitled as follows:

(i) In the case of the primary care giver, 8 weeks employer paid parental leave or 12 weeks ‘make-up’ pay, whichever is greater,

(ii) In the case of the non-primary care giver (including same sex partner), 2 weeks employer paid ‘make-up’ pay.

(iii) For the purpose of this clause, the term ‘make-up’ pay will mean an amount that represents the difference (if any) between the amount received as a result of the Commonwealth Government’s scheme and the Employee’s ordinary pay with the Employer. For the avoidance of doubt, such payment will exclude penalties and allowances.

(iv) The Employer and Employee may reach agreement as to how such make up pay is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme. Such agreement will be in writing and signed by the parties. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave. The Employee will nominate a preferred payment arrangement at least four weeks prior to the expected date of delivery.

(b) The paid parental leave prescribed by this clause may be concurrent with the unpaid entitlement prescribed by the NES.

(c) Parental leave available under this Agreement, unless otherwise agreed, is summarised in the following table:
<table>
<thead>
<tr>
<th>Type of Leave</th>
<th>Paid Leave</th>
<th>Unpaid Leave</th>
<th>Total combined paid and unpaid leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care Giver</td>
<td>8 weeks full pay or 12 weeks make-up pay</td>
<td>Either 44 or 40 weeks</td>
<td>52</td>
</tr>
<tr>
<td>Non-primary Care Giver</td>
<td>2 weeks make-up pay</td>
<td>50 weeks</td>
<td>52</td>
</tr>
</tbody>
</table>

(d) If paid parental leave is provided by this Agreement it will apply in relation to each birth or adoption, regardless of whether the Employee has returned to work from unpaid or paid parental leave granted in respect to a previous birth or adoption. Where an Employee becomes pregnant or adopts again they will be entitled to request a new period of unpaid parental leave and be entitled to a new period of paid parental leave in accordance with this clause.

(e) An Employee who will be the primary care giver of an adopted child, or who is responsible for a child as the primary carer as defined under the Commonwealth Paid Parental Leave Scheme, or is a permanent carer under a permanent care order made by the Children’s or Family Court, and who commences adoption or primary carer leave is, subject to the above continuity of service requirements, entitled to the payment of any paid leave included in this Agreement from the date that the child is placed with the Employee.

50.8 Superannuation

(a) Benetas will make superannuation contribution payments for the Benetas paid proportion of parental leave up to the maximum salary threshold stipulated by the Superannuation Guarantee Legislation.

(b) Benetas will not make superannuation contribution payments on the Commonwealth Paid Parental Leave Scheme portion of leave.

(c) During government paid and unpaid leave all standard member and employer contributions to Superannuation will cease. However, a team member can choose to make voluntary contributions in accordance with clause 15.10.

50.9 Members of an Employee Couple who intend to take Concurrent Parental Leave

(a) Two Employees are an Employee couple if each of the Employees is the spouse or de facto partner of the other.

(b) An Employee couple may simultaneously take concurrent parental leave if the concurrent leave complies with the following requirements:

(i) The concurrent leave must not be longer than 8 weeks in total;
(ii) The concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than 2 weeks;

(iii) Unless the Employer agrees, the concurrent leave must not start before:

(A) If the leave is birth-related leave – the date of birth of the child; or

(B) If the leave is adoption-related leave – the day of placement of the child.

(c) Concurrent leave taken by an Employee is an exception to the rule that the Employee must take his or her leave in a single continuous period, and is an exception to the rules about when the Employee’s period of parental leave must start.

(d) An Employee will give written notice of the taking of parental leave:

(i) At least 10 weeks before starting the leave; or

(ii) If that is not practicable – as soon as practicable (which may be a time after the leave has started).

50.10 Fitness for work

A pregnant Employee may work until the estimated date of confinement. Where a pregnant Employee continues to work during the 6 week period before the estimated date of confinement, the Employer may request a medical certificate from her obstetrician or registered midwife stating:

(a) whether the Employee is fit for work, or

(b) if the Employee is fit for work, whether it is inadvisable for the Employee to continue in her present position prior to confinement because of either illness or risks arising out of the pregnancy or hazards connected with the position.

50.11 Further to clause 50.10, in the event the Employer is concerned about the Employees fitness for work, the Employer may request the Employee attend a consulting doctor appointment, within 7 days, at the expense of the Employer.

50.12 If the Employee does not provide the requested certificate within 7 days (as required by clause 50.10), or does not attend a consulting doctor appointment when requested (as per clause 50.11), the Employer may advise the Employee to commence maternity leave anytime within the six weeks immediately prior to the estimated date of confinement.

50.13 Personal Illness Leave and Special Maternity Leave

(a) Where the Employer provides paid parental leave, an Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of
intended leave, will be entitled to the full amount of any paid leave provided by this Agreement. In either of these circumstances, paid partner leave/primary carer leave will also apply.

(b) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave in accordance with the following:

(i) Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions.

(ii) Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under Clause 50.7, and thereafter, to unpaid special maternity leave.

(c) If an Employee takes leave for a reason outlined in paragraphs 50.13(b)(i) and 50.13(b)(ii), the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.

(d) Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy, the Employee may access accrued paid personal leave to which she is then entitled and such further unpaid leave as a registered health practitioner certifies as necessary before her return to work, provided that the aggregate of, paid sick leave, unpaid sick leave and maternity leave will not exceed the period to which the Employee is entitled under Clause 50.6.

(e) For all purposes of this Agreement, maternity leave will include special maternity leave and Pregnancy Related Sick Leave

50.14 Return to work arrangements

(a) An Employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(b) Subject to paragraph 50.14(c) below an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to Clause 50.17 the Employee will be entitled to return to the position they held immediately before such transfer.

(c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
The Employer will support Employees who return to work from Maternity leave with access to facilities to breast feed and express in accordance with the Employer’s Breastfeeding Policy.

50.15 Right to request

(a) Where an Employee is returning from parental leave, the Employer will consider any request for flexible working arrangements to assist with child care arrangements or other requirements. Such requests should be made in accordance with the Employer’s ‘Flexible Working Arrangements’ policy.

(b) An Employee entitled to parental leave pursuant to the provisions of Clauses 50.6 and/or 50.9 may request the Employer to allow the Employee:

(i) to extend the period of parental leave provided for in Clause 50.6 by a further continuous period of leave not exceeding 12 months; or

(ii) to return from a period of parental leave on different working arrangements until the child reaches school age, or is under 18 and has a disability;

...to assist the Employee in reconciling work and parental responsibilities. “Different working arrangements” may include changes in hours of work, patterns of work or location of work.

(c) The Employer will 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 grounds related to the effect on the workplace or the Employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(d) Employee’s Request and Employer’s Decision to be in Writing

The Employee’s request and the Employer’s decision made under paragraphs 50.15(b)(i) and 50.15(b)(ii) must be in writing. The Employer’s response, including details of the reasons for any refusal, must be given as soon as is practicable and no later than 21 days after the request is made.

(e) Request to Return to Work Part-time

A request under paragraph 50.15(a) must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

(f) Variation of Period of Parental Leave

Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under Clause 50.6 and/or paragraph (a) of this clause an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the start of the changed arrangements.
50.16 Parental Leave and Other Entitlements

An Employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks, or longer as agreed under Clause 50.13.

50.17 Transfer to a Safe Job

(a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee’s terms and conditions of employment until the commencement of maternity 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 her estimated date of confinement.

(b) If the Employer does not think it reasonably practicable to transfer the Employee to a safe job, 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 which ends at the earliest of either:

(i) 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

(ii) when the Employee’s pregnancy results in the birth of a living child or when the Employee’s pregnancy ends otherwise than with the birth of a living child.

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

(c) If an employee does not have an entitlement to unpaid parental leave, and the circumstances of (a) and (b) above apply, they will have access to unpaid no safe job leave in accordance with the NES.

50.18 Consultation and Communication during Parental Leave

(a) Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee’s pre-parental leave position, the Employer will take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

(b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee’s decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

(c) The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with this clause.

50.19 Pre-natal Appointments 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 evidence of attendance at such appointment or class, the Employee may access his or her accrued personal leave. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

51 LONG SERVICE LEAVE

51.1 Eligibility

(a) Employees will be entitled to access paid long service leave upon completion of 10 years of continuous service with the employer.

(b) For the avoidance of doubt, an Employee (other than a casual Registered Nurse) will not be entitled to long service leave under the Victorian Long Service Leave Act 2018.

51.2 Entitlement

A full-time Employee shall have the following entitlement to long service leave with pay (pro rata part-time Employees):

(a) Six months (26 weeks or 988 hours) of long service leave on the completion of 15 years’ of service and thereafter an additional two months (8.667 weeks or 329.4 hours) of long service leave on the completion of each additional five years’ service.

(b) Long service leave will accrue at the rate of 0.0333hrs (2 minutes) for each ordinary hour worked by the Employee (which equates to 1.7333 weeks or 65.8667 hours per year of full-time service of 1976 hours).

(c) Subject to section 22 of the Act long service leave is accrued during ordinary working hours and periods of agreed paid leave, which include:

(i) paid annual leave;
paid parental leave;

long service leave;

paid personal/carer’s leave or emergency leave

periods of unpaid personal/carer’s leave (up to 14 days per year);

periods of absence during which an Employee is in receipt of workers compensation payments or Accident Pay Allowance payment is made (see clause 24);

paid professional development or study leave;

community services leave;

a period of absence, of four weeks or less, serving as a break between positions at two Benetas facilities. and

any period of leave approved by the employer which is agreed in writing by the employer to accrue long service leave.

Subject to section 22 of the Act long service leave is **not accrued** during periods of unpaid leave or absences, including:

unpaid parental leave;

periods of leave without pay;

periods of unpaid personal/carer’s leave over 14 days per year;

absences arising directly or indirectly from an industrial dispute;

approved periods of unpaid Study Leave where the course relates to the Employee’s role and the period of leave is approved by the employer;

a period of absence, exceeding four weeks, serving as a break between positions at two Benetas facilities.

Periods of authorised unpaid leave do not break the Employee’s continuous service.

**51.3 Payment**

An Employee is entitled to payment for long service leave at their ordinary rate, not including any penalty payments or allowances.

Leave will be paid equal to the accrual rate as per Clause 51.2(a) (2 minutes for each ordinary hour worked).

Where an Employee is entitled to a scheduled rate increase in line with the agreement the Employee is entitled to receive that same increase in their long service leave payments.
Payment for long service leave will be made in the normal payroll cycles but may be paid in advance if requested in writing by the Employee and mutually agreed.

51.4 Accessing Long Service Leave Payments on Termination or Death of the Employee

(a) In the case of an Employee who has completed at least ten years’ continuous service, but less than fifteen years’ service and whose employment terminates for any cause other than serious and wilful misconduct, such amount of long service leave as equals to the accrual rate as per Clause 51.2(a) (2 minutes for each ordinary hour worked) will be paid in lieu of long service leave entitlements not taken.

(b) In addition, in the case of an Employee who has completed more than fifteen years’ continuous service and whose employment terminates otherwise than by the death of the Employee, an accrued amount of long service leave equal to the accrual rate as per Clause 51.2(a) (2 minutes for each ordinary hour worked) will be paid in lieu of long service leave entitlements not taken.

(c) In the event of the death of an Employee who has achieved 10 years or more of continuous service, the employer will make any pro-rata payment owing for Long Service Leave to the Employee’s personal representative.

51.5 Taking Long Service Leave

(a) Employees should apply in writing to take long service leave as per Benetas policies and procedures.

(b) Unless otherwise agreed, for periods of absence on long service leave of 4 weeks or less, the Employee should provide a minimum of 6 weeks’ notice. For periods of absence on long service leave of more than 4 weeks, the Employee should provide a minimum of 12 weeks’ notice.

(c) The employer may request increased notice in cases where replacement staff are required.

(d) The employer will be reasonable in responding to the request within 28 days and will consider the individual’s personal needs and commitments and the needs of the business.

(e) Long service leave can be taken as one continuous period, or separate periods, including absences of one day. The Employer agrees that it will not unreasonably refuse a request for regular use of long service leave over a sustained period as part of a transition to retirement plan that includes a combination of reduced working hours and paid leave.

(f) Where long service leave is taken as a single day, it will be paid as the actual hours the Employee would normally be rostered on that day.
(g) The Employee and the Employer will cooperate in coordinating leave periods which suit the individual’s personal needs and commitments and the needs of the business.

51.6 Employer Request to take Long Service Leave between 10 and 15 years only

(a) Where an Employee has reached 10 years’ service but less than 15 years’ and their long service leave accruals balance totals four (4) months or more (based on the Employee’s average hours worked), the Employer may request that the Employee take up to 50% of their accrued long service leave.

(i) This request will be made only once between 10 and 15 years. In such circumstances the Employee will have 2 months to provide a leave plan to the employer which provides for the long service leave to be taken within 12 months (taking into account accruals during the leave plan period), unless otherwise agreed. Such leave plan must be in writing.

(b) The employer will consult with the Employee regarding the taking of leave in (a) above. When a mutually agreeable date cannot be reached or a leave plan is not provided when requested, the date for taking leave will be determined by the employer (provided at least 6 months’ notice is given). However, the provisions of the Grievance and Dispute Resolution clause will apply if the Employee disagrees with the direction.

51.7 Additional Long Service Leave

(a) Employees may be entitled to take additional long service leave on reduced pay by agreement with the employer. Any amounts of long service leave may be taken at 50% of an Employee’s normal pay rate, thereby doubling the period of paid leave which can be taken. For example an Employee who is eligible to 13 weeks paid long service leave can take 26 weeks paid long service leave at half pay.

(b) Applications for additional long service leave will be made in writing by the Employee and the employer will consider the individual’s personal needs and commitments and the needs of the business.

(c) Employees may be entitled to take long service leave at double pay for half time by agreement with the employer. Any amounts of long service leave may be taken at 200% of an Employee’s normal pay rate, thereby reducing the period of paid leave which can be taken. For example an Employee who is eligible to 26 weeks paid long service leave can take 13 weeks paid long service leave at double pay.

(d) The parties recommend that Employees seek independent advice regarding the taxation implications of seeking payment under this sub-clause. The employer shall not be held responsible in any way for the cost or outcome of any such advice.
51.8 Definitions

(a) For the purpose of this clause the following definitions apply:

(i) “Week of Leave”: While an Employee will accrue a long service leave bank in hours and minutes it is required that they will take, and be paid for, long service leave in accordance with their usual weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Appendix A. Where the ordinary hours over the previous three years have been variable the leave taken will be the average of the last one or three years whichever is the higher.

(ii) Month will mean a calendar month.

(iii) Transfer includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding interpretation.

52 PUBLIC HOLIDAYS

52.1 An Employee will be entitled to holidays on the following days:

(a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and

(b) The following days, as prescribed in the relevant States and localities: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and

(c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.

52.2 For full-time Monday to Friday Employees and/or part-time Employees engaged only to work on a Monday to Friday basis:

(a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December;

(b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December; and

(c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

52.3 For all other Employees, including casuals:

(a) Christmas Day will be observed on 25 December;

(b) Boxing Day will be observed on 26 December;

(c) New Year's Day will be observed on 1 January; and

(d) Australia Day will be observed on 26 January.
52.4 Those Employees, subject to Clause 52.3, who work on the actual public holiday will be paid penalty rates on that day in accordance with this Clause. Work performed on a substitute public holiday will be paid at ordinary rates. For example where a shift worker works on 25 December (a Saturday) and the substitute Christmas Day is on Monday 27 December they will only be paid public holiday penalties for working on 25 December. However, a full-time Monday to Friday Employee or a part-time Employee who only works in an area that operates on a Monday-Friday basis will be paid public holiday penalty rates when they work on the substitute public holiday.

52.5 Where, on a State-wide basis, public holidays are declared or prescribed on days other than those set out in Clauses 52.1 to 52.3, those days will constitute additional holidays and public holiday penalty rates and rostered-off benefit provisions will apply on that additional day. For example, where Boxing Day falls on Sunday 26 December but there is an additional public holiday under the Public Holidays Act on Tuesday 28 December, then a shift worker who works both days will be paid penalty rates on each day.

52.6 Registered Nurses

(a) Any Registered Nurse who is required to be on duty on a day referred to in accordance with Clauses 52.1 to 52.5 above:

(i) Will be allowed another half day off in lieu thereof and will receive an additional half ordinary day's pay; or

(ii) Will receive an additional sum equal to a day's ordinary pay for that day.

(b) For the purpose of this clause ordinary pay per hour with respect to time worked by a casual Registered Nurse is an amount equal to 1/38th of the weekly wage rate appropriate to the class of work performed plus 25%.

52.7 Enrolled Nurses and Aged Care Classifications

(a) Any Enrolled Nurse or Aged Care Employee who works on a day referred to in accordance with Clauses 52.1 to 52.5 above will be entitled to be paid double time and a half for the time worked.

(b) A casual Enrolled Nurse or Aged Care Employee will be paid the following (including the 25% casual loading) for the time worked:

(i) Public Holidays – Enrolled Nurses

(A) for hours all worked during day shift – an amount equal to one thirty-eighth of the weekly wage appropriate to 190%

(ii) Public Holidays – Aged Care Employees

(A) For Wage skill group 1- 2 - for hours all worked during day shift– an amount equal to one thirty-eighth of the weekly wage appropriate to 236%
(B) For Wage skill groups 3-11 – an amount equal to one thirty-eighth of the weekly wage appropriate to 226%.

(c) In respect of Easter Saturday, an Enrolled Nurse or Aged Care Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, will be entitled to one day's 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 his or her annual leave.

52.8 Accrued Days Off on Public Holidays

Where a Registered Nurse's accrued day off falls on a holiday pursuant to this clause, on which the Employee would have been required to be on duty, another day will be determined by the Employer to be taken in lieu thereof, such day to be within the same four week (or five week) work cycle where practical, as the case may be.

52.9 Public Holidays occurring on Rostered Days Off

Full-time Employees

(a) Full-time Registered Nurse will receive a sum equal to a day’s ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday and Friday Employees.

(b) If such a day falls on a full-time Enrolled Nurse or Aged Care Employee’s rostered day off he or she will be entitled to one and a half time the payment for his or her ordinary day; 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 his or her annual leave.

(c) For the purposes of this sub-clause only, ‘full-time’ includes those Employees working 75 hours per fortnight (due to the introduction of 7.5 hours shifts) rather than 76 hours per fortnight.

Part-time Employees

(d) Where a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by the Employer to work, the part-time Employee is entitled to receive the public holiday benefit.

(e) For the purpose of this Agreement ‘normally work’ will mean:

(i) Whether there is a roster pattern, contract or letter of appointment demonstrating that the Employee would ordinarily have worked that day; or

(ii) In the absence of a roster pattern, contract or letter of appointment demonstrating a clear pattern, whether the Employee has worked on the relevant day of the week more than 50% of the time over the preceding 6 months.
Where a public holiday occurs on a day that a part-time Employee would not normally work, the Employee will not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday.

52.10 Public Holidays occurring during paid leave

(a) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave.

(b) Where a public holiday for which an Employee is entitled to payment under this agreement occurs during long service leave, the period of the long service leave will not be increased by one day in respect of that public holiday.

52.11 Substitute Days

(a) An Employee has the option of adding an extra day to his or her annual leave entitlement or taking a day off in lieu of the Public Holiday at a time mutually agreeable with the Employer.

(b) Subject to organisational and operational requirements an Employee may, with the approval of the Manager, substitute a gazetted public holiday with a nominated religious holiday or birthday.

(c) Where a religious day or birthday is nominated to be a substitute and the Employee works on the gazetted public holiday it will be paid as ordinary time. Such applications are to be made one month in advance of a given public holiday falling due.

53 COMMUNITY SERVICES LEAVE

53.1 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 within five kilometres of the workplace. Employees will give at least seven days’ notice to the Employer and such release will take into account the staffing and workload needs of the facility.

53.2 Emergency Service Leave

(a) An Employee who is a member of a recognised voluntary emergency relief organisation (such as the Country Fire Authority, Red Cross, St John’s Ambulance, the State Emergency Service or Defence Force Reserves in severe weather events) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the Fair Work Act 2009, subject to the Employee providing to the Employer:
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 will be restricted to a maximum of three shifts per annum (non-cumulative), at the Employee’s ordinary base rate of pay. Causal Employees will not be entitled to payment under this sub-clause, but will still have the right to be absent from work subject to complying with the notice requirements under paragraph (a).

53.3 Jury Service

(a) An Employee who is required to appear as a result of a summons for jury duty or to appear and serve as a juror in any court will be entitled to be paid for the Employee’s ordinary hours of work (including any shift loadings and regular allowances) for the period during which attendance at court is required (whether or not he or she ultimately serves as a juror).

(b) The Employer may require the Employee as soon as practicable to provide proof of their requirement to attend jury duty to their manager. In such case the Employee will provide a copy of the summons to attend jury duty and a record of any payments received from the courts as proof of attendance.

(c) The Employee will be required to reimburse to the Employer any monies payable to the Employee from the courts for such attendance (excluding expenses) which required the employee’s absence from work.

(d) This clause excludes casual Employees.

PART H – ANCILLARY AND GRIEVANCE SETTLEMENT

54 GRIEVANCE RESOLUTION PROCEDURE

54.1 This grievance resolution procedure will apply to any dispute arising in relation to the application of:

- this Agreement; or
- the National Employment Standards; or
- s.65 or s.76 of the *Fair Work Act* (as included in Clause 50 of this Agreement in respect to rejection of a request to extend unpaid parental leave or return to work part-time on the basis of reasonable business grounds).

54.2 Should an Employee have a dispute or grievance, in the first instance the Employee will attempt to resolve the grievance with his or her Manager. A representative of choice, including the local union representative may be present if desired by either party. The Manager will advise the General Manager People, Culture and Diversity if an external party is / or is likely to be involved.
54.3 If the Employee’s grievance remains unresolved, the matter will be referred to the appropriate General Manager. Again, a representative of choice, including the local union representative may be present if desired by either party. The General Manager People, Culture and Diversity should be notified where an external party is / or is likely to be involved.

54.4 If the grievance is still unresolved, the matter will be referred to the Chief Executive Officer.

54.5 The above steps will take place within five business days (Monday – Friday) or such longer period as may be mutually agreed.

54.6 If the grievance is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. 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.

54.7 While the grievance resolution procedure is being conducted work will continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to Fair Work Commission, up to the first hearing and then subject to any direction of FWC.

(a) No party will be prejudiced by the continuation of work.

(b) Occupational Health and safety matters are exempted from this sub-clause.

54.8 Any dispute referred to Fair Work Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.

54.9 The decision of Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

55 DISCIPLINARY PROCEDURE

55.1 Where it is considered disciplinary action may be appropriate, the Manager will notify the Employee in writing of the reason for a disciplinary meeting stating the time and location of the meeting, and advising the Employee that they are able to bring an appropriate support person (such as a union representative) to the meeting.

55.2 Where union or other external representation is requested by the Employee for the purpose of attending a disciplinary meeting the parties agree that this would ordinarily occur within five (5) business days (Mon – Fri) of such request, or as otherwise agreed between the parties.

55.3 At the meeting, the Manager will inform the Employee of the concerns that have been raised in regard to their performance and / or behaviour (conduct). The Manager will provide the Employee with the opportunity to respond to the concerns raised.
55.4 Depending on the seriousness of the concerns, and taking into account the Employees response to the concerns presented, the Manager may issue a verbal warning (to be documented as a file note on the Employees personnel file), a written warning, or a final written warning.

55.5 The number of verbal and written warnings may vary according to the whole circumstances. The Manager will give due consideration to the full employment history of the Employee before issuing a final written warning. Where the Employee is in minimum employment period in accordance with the Act, the employer may move to dismissal if appropriate, provided the issues involve conduct or performance, a reasonable opportunity to improve has been afforded.

55.6 In the event concerns of performance and / or behaviour are recurring (or are sufficiently serious and wilful), then the Employee may be dismissed.

55.7 In circumstances of alleged / actual or probable serious and wilful misconduct the following procedure is to be applied;

55.8 The Manager will investigate the details of the allegations as soon as is practicable.

55.9 Serious and wilful misconduct will be considered likely to have occurred where the performance and / or behaviour of a staff member is such, that it is likely to cause serious risk to residents, other staff, members of the public and/or property.

55.10 Serious and wilful misconduct may include the following:- (This list is for illustrative purposes only; it is not intended to be a definitive list.)

- Elder abuse, gross neglect of client care or serious neglect of duty
- Bullying, harassment, violence or intimidation
- Theft, fraud or falsification of records
- Serious deviation for prescribed Occupational Health & Safety responsibilities;
- Misuse or destruction of property (including IT equipment);
- Possession, consumption, or sale of illegal substances or stolen property;
- Commission and conviction for a relevant crime that adversely impacts on an individual to be able to perform their duties appropriately;

55.11 In cases of severe breaches of performance and / or conduct where the action is considered to be both serious and wilful, a staff member's contract of employment may be summarily terminated following authorisation from the Chief Executive Officer.

55.12 Benetas reserves the right to exercise discretion to determine a first and final warning as appropriate disciplinary action as an alternative to termination, where other significant factors exist.

55.13 Nothing in this clause is intended to limit the normal interaction between Managers and staff, or routine training and counselling aimed at improving work practices and performance.
56 NOTICE BOARD

The Employer will make available a Notice Board in the work location accessible to Employees, for the purpose of local Employee union delegates or authorised union representative posting information relating to the observance, application and operation of the Agreement and in relation to union events or meetings. If the Employer is unable to provide a separate notice board, the Employer will provide designated space on a shared notice board.

57 CONSULTATION

57.1 Consultation regarding major workplace change

(a) Employer to notify

(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.

(ii) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(iii) The Employer will use its best endeavours to notify an employee on extended leave if there is any proposed change to the classification, pay, hours or location of the employee who is on extended leave, including the provision of information and the opportunity to discuss the impacts of the proposal.

(b) Employer to discuss change

(i) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in paragraph (a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause paragraph (a).

(iii) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the
changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the Employer’s interests.

57.2 Consultation about changes to rosters or hours of work

(a) Where an employer proposes to change an Employee’s regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

(b) The Employer must:

(i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

58 ACCIDENT PAY

Accident Pay will be in accordance with Appendix D.

59 TRADE UNION REPRESENTATIVES

59.1 Benetas will provide an organisational total of 175 hours leave per year of paid trade union training leave (‘pool hours’) for the training of representatives of the ANMF and HWU employed by Benetas. Subject to this clause pool hours will be allocated amongst individual Employees on a case by case basis. Trade union training leave will not accumulate from year to year.

59.2 Use of the pool may include attendance at trade union and union job rep or delegate courses, seminars or conferences.

59.3 Eligibility and payment for attendance is subject to the following:

(a) Four weeks written notice is provided to the Employer by the Employee;
(b) The topic content and level of the courses are detailed and directed to the enhancement of the operation of the dispute/grievance settlement procedure/s; and are not inconsistent with Benetas objectives;

(c) The taking of leave is arranged having regard to the operational requirements of the Employer;

(d) The Employer has the discretion to reject the leave application where these requirements are not satisfied and or disruption to the business would occur; and

(e) The union representative, or other union nominee, taking such leave will be paid 'full pay':

(f) Full pay is the Agreement rate of pay for normal rostered hours plus experience/service payments plus allowances which are deemed pursuant to this part to be part of pay for all purposes, but excluding shift work, overtime and other allowances;

(g) Leave of absence granted pursuant to this clause will count as service for all purposes of employment.

60 SLEEP OVER ALLOWANCE –AGED CARE EMPLOYEES ONLY

This clause only applies to Aged Care Employees in a facility where acquity is such where a resident requires additional adhoc staffing (for example, three person lift in the event of an emergency). The employer will not utilise this provision for general rostering purposes, but only in exceptional circumstances. It does also apply in respect to excusions in accordance with clause 21.5.

60.1 A sleepover is a non-active period of duty within the hostel, retirement village or supported residential service where an Employee is available to be called to active duty whilst sleeping over at the place of work.

60.2 Where the Employer requires an Employee to sleepover during the course of his/her employment, the following arrangements will apply:

(a) An Employee will be entitled to the amount prescribed in Appendix A which will be deemed to provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an Employee up to a total of two hour’s duration.

(b) Any work performed during a sleepover period by the Employee in excess of a total of one or two hour’s duration, as the case may be, will be paid for at the rate of time and one half for the first two hours and double time thereafter. The payments referred to above will not extend beyond the period of sleepover.

(c) If during the sleepover the Employee is called to active duty four or more times, the entire period of sleepover will be treated as active duty and the appropriate payments will be paid (i.e. ordinary time for the duration of the sleepover and in addition to appropriate shift penalty).
The sleepover period will not exceed ten hours duration and will commence no earlier than 10.00pm and finish no later than 8.00am.

60.3 No Employee will be engaged to perform sleepover duty only (i.e. there must be a period of active duty either before or after the period of sleepover of no less than two hours’ duration).

60.4 In the event of the provisions of Clause 60.2(c) of this Agreement being applied to an Employee, and where that Employee is rostered to work an active shift immediately after the sleepover shift, the Employee will be required to work no more than two hours, commencing from the conclusion of the sleepover duty.

60.5 Employees who work sleepover will be entitled to annual leave, sick leave and long service leave entitlements inclusive of sleepover payment and in accordance with this Agreement. The method for calculating entitlements where an Employee works a sleepover will be as follows:

(a) An Employee is entitled to payment of an amount equal to the weekly average of sleepover payments received (averaged over the immediately preceding twelve month accrual period) for each week of annual leave and long service leave accrued;

and

(b) In addition the average active hours of duty during the sleepover period (averaged over the immediately preceding twelve month accrual period) accrue annual leave, long service leave and sick leave.

60.6 Where an Employee is required to sleepover during the course of his or her employment, the Employer will, free of cost to the Employee:

(a) Ensure the provision of healthy accommodation at no cost to the Employee. Wherever possible a single bedroom will be provided. Separate beds will be provided for each Employee and in no case will more than two Employees be required to occupy the same bedroom

(b) Provide at some reasonably convenient place a separate bathroom or shower room.

(c) Provide linen, cutlery, crockery and blankets for the use of the Employee on the premises.

61 FAMILY VIOLENCE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

61.1 Definition of Family Violence
The employer accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

### 61.2 General Measures

(a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

(b) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.

(c) Contact officers from within the Human Resources team will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.

(d) An Employee experiencing family violence may raise the issue with their immediate team leader and/or the Human Resources contact officer. The team leader may seek advice from Human Resources if the Employee chooses not to see the Human Resources contact.

(e) Where requested by an Employee, the Human Resources contact will liaise with the Employee’s team leader on the Employee’s behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub Clauses 61.3 and 61.4.

### 61.3 Individual Support

(a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

(i) changes to their span of hours or pattern or hours and/or shift patterns;

(ii) job redesign or changes to duties within their skills and capabilities;

(iii) relocation to suitable employment within the workplace;

(iv) a change to their telephone number or email address to avoid harassing contact;

(v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
The Employer will make available a pack of resource information in regard to family violence and support services available. An Employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

**61.4 Leave**

(a) The Employer will provide up to five days paid family violence leave per annum to Employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements. The Employee may also take up to five days unpaid leave.

(b) This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued and evidence may be requested by the employer.

(c) The Employee will apply in advance for this leave wherever possible.

(d) An Employee who supports a person experiencing family violence may take carer’s leave to accompany them to court, to hospital, or to mind children.

**62 OCCUPATIONAL HEALTH AND SAFTEY**

62.1 The parties to this Agreement are committed to ensuring that the workplace is safe from risks arising from matters including but not limited to manual handling, workplace bullying and occupational violence. These risks shall be reduced or eliminated by the use of policies, guidelines and training.

62.2 Where a dispute regarding occupational health and safety arises, the grievance resolution procedure of this Agreement shall apply.

**63 MULTIPLE EMPLOYERS**

63.1 Both the Employer and Employees have an obligation to ensure a safe work environment. This includes ensuring that Employees work reasonable rather than excessive hours. The Employer will ensure that work is rostered to avoid excessive hours and regular shifts longer than 10 hours and no combination of ordinary and overtime hours in excess of 12 hours.

63.2 However, in some instances Employees may work for more than one employer. Where this is the case, Employees have an obligation to ensure they comply with the Employer’s ‘Reasonable Hours’ policy. Specifically, where an employee works for more than one employer, the Employee must ensure:

(a) That the hours in any one day are worked in a manner that is safe. Specifically, hours shall be worked in a manner that ensures a reasonable break (such break to be determined by the shift pattern and times), between ceasing with another employer and commencing with the Employer under this Agreement.
(b) That the total number of hours in any week are not excessive. For the purpose of this Agreement, ‘excessive’ shall mean an amount greater than 38 hours per week that may impede an Employee’s ability to safely perform his / her work.

63.3 Where an Employee believes that she/he is rostered or otherwise likely to perform excessive hours, the Employee shall notify the Employer. The parties will then seek to amend the roster to ensure that excessive hours are not worked. Where the roster is amended for this reason, there shall be no penalty to the Employer as a result.

63.4 Where the roster cannot be amended, the Employee must ensure that unreasonable hours are not worked. It is not the intention of the Employer that this clause be used to found disciplinary action against Employees but that it assist with the management of Employee work obligations in the interest of both Employee and resident safety.

64 MIXED FUNCTIONS (AGED CARE EMPLOYEES ONLY)

An employee may request to work additional ordinary hours or shifts within the limits prescribed by this Agreement. Where the additional hours or shifts are for work of a lower classification, the lower rate shall apply save that:

- This shall not effect the Employee’s substantive classification,
- This shall not apply to a shift ordinarily performed by the Employee,
- The employee shall be advised of the applicable classification and rate of pay prior to working the additional shift or hours.

65 DUAL APPOINTMENTS (AGED CARE EMPLOYEES ONLY)

65.1 A part time Employee may, in addition to her / his substantive classification, may apply and be appointed to another part time position at a higher or lower classification described by this Agreement up to a maximum of fulltime hours as prescribed in Clause 39.1.

65.2 For the purpose of calculating entitlements where either mixed functions or dual appointments apply, an Employee’s ordinary time rate of pay will be calculated on the leave accrued at either level and the Employee paid accordingly.

65.3 Nothing in this agreement shall be construed as allowing an Employee’s ordinary classification to be reduced or for different rates of pay to apply to a shift, except where the ‘Higher Duties’ provision applies.
SIGNING CLAUSE

DATED this 23rd day of February 2019

[Signature on behalf of

Print Name

I declare that I am authorised as the ............. to sign this Agreement on behalf of the named Employer]

789 Toorak Road, Hawthorn East, Victoria

[Address]

DATED this 12th day of February 2019

[Signature: on behalf of the Australian Nursing and Midwifery Federation as a Nominated Bargaining Representative]

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

555

540 Elizabeth Street, Melbourne

[Address]

DATED this day of 2019

[Signature: on behalf of the Health Workers Union as a Nominated Bargaining Representative]

Print Name

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

208-212 Park Street, South Melbourne

[Address]
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### APPENDIX A - WAGE RATES

**WAGES - AGED CARE EMPLOYEES**

Current* rate is the last rate prescribed in the Benetas Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2014. Former rates under the Macedon Ranges Health Service (Gisborne Oaks Facility) Aged Care Enterprise Agreement 2014 can be found on the Fair Work Commission website.

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*Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022*
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### Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022

#### Wage Skill Group 11

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#### ALLOWANCES:

**SLEEPER**

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Nauseous Allowance (NA) is paid on all hours worked

|                      | 0.22   | 0.23   | 0.23   | 0.23   | 0.24   | 0.25   | 0.25   |

Dirty and Offensive Work

|                      | 0.50   | 0.51   | 0.52   | 0.53   | 0.54   | 0.56   | 0.57   |

Nauseous Allowance is not factored into the above rates and is payable in accordance with the Agreement.
All increases are effective from the first full pay period commencing on or after the dates specified above.

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*Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022*
REGISTERED AND ENROLLED NURSES
Current* rate is the last rate prescribed in the Benetas Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2014. Former rates under the Macedon Ranges Health Service (Gisborne Oaks Facility) Aged Care Enterprise Agreement 2014 can be found on the Fair Work Commission website.

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**ALLOWANCES - REGISTERED NURSES**

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**Qualifications Allowances**

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### ADDITIONAL ALLOWANCES - REGISTERED NURSES

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**ALLOWANCES - ENROLLED NURSE**

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<td>AM/PM Shift (2.5%)</td>
<td>23.32</td>
<td>23.61</td>
<td>23.91</td>
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<td>25.12</td>
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<td>Night Shift (5%)</td>
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<td>On Call (2.5%)</td>
<td>23.32</td>
<td>23.61</td>
<td>23.91</td>
<td>24.50</td>
<td>25.12</td>
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<tr>
<td>In Charge of Facility</td>
<td>38.43</td>
<td>38.91</td>
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<td>41.39</td>
<td>42.53</td>
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Note: Enrolled Nurse Qualifications Allowance is calculated on the applicable pay point rate. The Leader Allowance is 10% of the individual Employees Pay Point base rate.

*Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022*
<table>
<thead>
<tr>
<th></th>
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<tr>
<td><strong>Meal – Enrolled Nurses</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>After usual finishing beyond 1 hour, Mon-Fri</td>
<td>14.41</td>
<td>14.59</td>
<td>14.77</td>
<td>15.14</td>
<td>15.52</td>
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<tr>
<td>After usual finishing beyond 4 hours, Mon-Fri</td>
<td>11.13</td>
<td>11.27</td>
<td>11.41</td>
<td>11.70</td>
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<tr>
<td>Overtime beyond 5 hours, Sat-Sun</td>
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<td>14.77</td>
<td>15.14</td>
<td>15.52</td>
<td>15.95</td>
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<td>Overtime beyond 9 hours, Sat-Sun</td>
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<td>11.27</td>
<td>11.41</td>
<td>11.70</td>
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<td><strong>Meal – Enrolled Nurses (Shift Employees)</strong></td>
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<td>Overtime beyond 1 hour</td>
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<td>Overtime beyond 4 hours</td>
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<td>11.27</td>
<td>11.41</td>
<td>11.70</td>
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<tr>
<td>Work beyond 5 hours on rostered day off</td>
<td>14.41</td>
<td>14.59</td>
<td>14.77</td>
<td>15.14</td>
<td>15.52</td>
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<tr>
<td>Overtime beyond 9 hours, Sat-Sun</td>
<td>11.13</td>
<td>11.27</td>
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<td><strong>Uniform – Enrolled Nurses, lesser of:</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Per day</td>
<td>1.43</td>
<td>1.45</td>
<td>1.47</td>
<td>1.50</td>
<td>1.54</td>
<td>1.58</td>
</tr>
<tr>
<td>Per week (maximum payment)</td>
<td>7.49</td>
<td>7.58</td>
<td>7.67</td>
<td>7.87</td>
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<tr>
<td>Per day</td>
<td>0.34</td>
<td>0.34</td>
<td>0.35</td>
<td>0.36</td>
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<tr>
<td>Per week (maximum payment)</td>
<td>1.78</td>
<td>1.80</td>
<td>1.83</td>
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<td><strong>Nauseous Allowance</strong></td>
<td>$</td>
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<td>Nauseous (per hour) paid on all hours worked</td>
<td>0.22</td>
<td>0.23</td>
<td>0.23</td>
<td>0.23</td>
<td>0.24</td>
<td>0.25</td>
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<tr>
<td>Dirty &amp; offensive work (per hour)</td>
<td>0.50</td>
<td>0.51</td>
<td>0.52</td>
<td>0.53</td>
<td>0.54</td>
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<tr>
<td>Nauseous Allowance is payable to Enrolled Nurses in accordance with the Agreement.</td>
<td></td>
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<tr>
<td><strong>Occasional Interpreter</strong></td>
<td>$</td>
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<tr>
<td>Per occasion</td>
<td>0.93</td>
<td>0.94</td>
<td>0.95</td>
<td>0.97</td>
<td>1.00</td>
<td>1.02</td>
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<tr>
<td>Per week (maximum payment)</td>
<td>11.62</td>
<td>11.77</td>
<td>11.91</td>
<td>12.21</td>
<td>12.52</td>
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All increases are effective from the first full pay period commencing on or after the dates specified above.
APPENDIX B – CLASSIFICATION DEFINITIONS

Health and Allied and Lifestyle classifications

1. **SKILL LEVELS**

**WAGE / SKILL GROUP 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; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; basic sewing.

- Laundryhand
- Sorter/Packer of Linen
- 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

**WAGE / SKILL GROUP 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; sewing of a more advanced nature requiring the cutting and fitting of garments.

- Cleaner cleaning windows or other specialist cleaner
- Housekeeper
- Storeperson
- Laundry Operator
- Gardener (non-trade)

Personal Care / Lifestyle

Assistant to an Allied Health Assistant (Qualified), therapist or physiotherapist or similar.
Allied Health Assistant (Unqualified)

WAGE / SKILL GROUP 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 (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)
**Personal Care / Lifestyle**

A person employed to provide personal care for aged or disabled persons in the (non public) extended care sector.

- Personal Care Worker Grade 1
- Activities Support Worker Level 1

**WAGE / SKILL GROUP 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 supervision and direction.

- 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

**WAGE / SKILL GROUP 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:

**Personal Care / Lifestyle**

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 transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes); or assistants without first aid certificates or similar relevant training.

Driver 1.25 tonnes to 3 tonnes
Driver Assistant

**WAGE / SKILL GROUP 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:

**Personal Care / Lifestyle**

Personal Care Worker Grade 2
Activities Support Worker Grade 2

**Admin/Clerical Services**

Clerical work associated with the admission of residents, 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  
Stenographer (Other)  
Audio Typist (Other)  
Patient Fees Clerk  
Pay Clerk  

**General Services**

An Employee performing transport related functions, including drivers of non-articulated vehicles over 3 tonnes or assistants possessing first aid certificates or similar relevant training.

- **Driver over 3 tonnes**
- **Motor Ambulance Assistant** who is required to hold a St John First Aid Certificate.

**WAGE / SKILL GROUP 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 / skill groups 4 & 6) with computer use.
- Computer Clerk

**General Services**

A handyperson with Trade qualifications performing general maintenance 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; an Employee performing transport related functions, including drivers of articulated vehicles.

Maintenance/Handyperson (Trade)
Gardener (Trade)
Storeperson (Advanced)
Driver articulated 12-13 Tonnes

Food Services

A Cook or Butcher with relevant qualifications.

Second Cook Grade D
Trade Cook
Pastry Cook

WAGE / SKILL GROUP 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:

Personal Care / Lifestyle

Personal Care Worker Grade 3

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

WAGE / SKILL GROUP 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 Clerk with a working knowledge of relevant industrial awards.

Computer Clerk (Advanced)
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
WAGE / SKILL GROUP 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:

Personal Care / Lifestyle

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

WAGE / SKILL GROUP 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
Clerical Supervisor
Interpreter (Qualified)

General Services

Supervision, work allocation, on-the-job training and rostering and/or 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

Personal Care / Lifestyle

Personal Care Worker Grade 4
An Instructor Trades (Qualified) in his or her second year of employment.
Instructor Trades (Qualified) Yr. 2 and after

2. CLASSIFICATION DEFINITIONS

PERSONAL CARE WORKER DEFINITIONS

The Personal Care Worker structure will be as follows:

1. **Personal Care Worker Grade 1 (Wage Skill Group 3)**

   Means a person employed in a Residential Aged Care Facility to provide personal care to those residents. Such an Employee does not possess any accredited training.

2. **Personal Care Worker Grade 2 (Wage Skill Group 6)**

   Means a person employed in a Residential Aged Care Facility to provide personal care to those residents.

   2.1 Such an Employee must obtain a qualification in Aged Care at Certificate 3 level that has been issued by a registered training organisation. This will normally require the actual completion of all compulsory and required elective modules, unless a recognition of existing competencies assessment has been undertaken by the employer.
Where additional training is proposed, agreed or required, the Employer will provide the additional training and the Employee will be required to complete the training in order to remain at Wage Skill Group 6.

2.2 For such an Employee, training in the following is also required:

- first aid equal to a basic first aid certificate,
- manual handling,
- infection control,
- mandatory training
- communication skills, and
- basic personal care of residents.

2.3 Where the Employee does not have the training at Paragraph 2.2 above and at the request of the Employee, such training will be provided by and at the cost of the Employer. Such training may be either internal or external. Such training will be in paid time and the completion of such training will not be a prerequisite for being paid at Personal Care Worker Grade 2 from the time of completion of the Certificate 3 in Aged Care.

3 Personal Care Worker Grade 3 (Wage Skill Group 8)

Means a person employed to provide personal care to those residents.

3.1 Such an Employee, in addition to having had not less than two years experience as a personal care worker and the training required at a Personal Care Worker 2 classification; a relevant qualification in Aged Care at Certificate 4 level that has been issued by a registered training organisation.

Where additional training is proposed, agreed or required, the Employer will provide the required additional training and the Employee will be required to complete the training in order to remain at Wage Skill Group 8.

3.2 For such an Employee, training in the following is also a requirement:

- Basic computer skills,
- Dealing with dementia,
- Monitoring care of the incontinent resident,
- Skin care,
- Simple wound monitoring,
- Diabetes awareness,
- Infection control, and
- Behaviour management.

3.3 Where the Employee does not have the training at Paragraph 3.2 above, and at the request of the Employee, such training will be provided by and at the cost of the Employer. Such training may be either internal or external. Such training will be in paid time and the completion of such training will not be a prerequisite for being paid as a Personal Care Worker Grade 3 from the time of completion of the Certificate 4 in Aged Care.
4. **Personal Care Worker Grade 4 (Wage Skill Group 11)**

Means a person appointed as the personal care supervisor/coordinator, and who holds the overall responsibility of managing the residents’ personal care needs on a day to day basis. A PCW Grade 4 will not supervise a Registered or Enrolled Nurse in relation to any clinical or care matters.

**LIFESTYLE & LEISURE**

**Activities Support Worker Grade 1 (Wage / Skill Group 3)**

Means a person appointed as such who is responsible for the provision of high quality recreation and social programs that meet the individual needs of clients, carers and families within the residential aged care facility setting.

**Activities Support Worker Grade 2 (Wage / Skill Group 6)**

Means a person appointed as such who is responsible for the provision of high quality recreation and social programs that meet the individual needs of clients, carers and families within the residential aged care facility setting. Such an Employee would have a relevant qualification at Certificate 3 Level.

**Allied Health Assistant (Unqualified) (Wage / Skill Group 2)**

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) (Wage / Skill Group 5)**

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).

**Instructor Trades (Unqualified) (Wage / Skill Group 5)**

Means a person appointed as such, who under the direction and supervision of the Therapist is required to perform work of a general nature and who is responsible for the general tidiness of the workshop and for safe workshop practice with patients and who performs other duties as directed by the Instructor and Therapist.

**Instructor Trades (Qualified) (Wage / Skill Group 10 or 11, as prescribed)**

Means a person appointed as such, who has obtained a relevant Trade Certificate and who has had at least three years trade experience, which may include in-house experience, and who under the direction and supervision of the Therapist, assists in arranging and supervising training projects for patients referred to the workshop for therapeutic and/or assessment purposes who instructs patients in the use, care and maintenance of tools and equipment who under direction from a Therapist carries
out reports and assessments of patients and who assists the Therapist in the design, adaptation and construction of the special equipment and aides.

**Activities Coordinator- Level 1 (Wage / Skill Group 10, 1st year plus 4%)**

Means an Employee appointed as such, responsible for both community and volunteer development/involvement in the implementation of high quality recreational and community programs that promote individual resident lifestyle opportunities. A level 1 staff member will meet most selection criteria for the position but does not have a relevant qualification for the position "OR" does not have at least two years full time paid work experience in a similar position.

**Activities Coordinator- Level 1 -With Reports (Wage / Skill Group 10, 3rd year plus 12%)**

Means an Employee appointment as such, responsible for both community and volunteer development/involvement in the implementation of high quality recreational and community programs that promote individual resident lifestyle opportunities. A level 1 staff member will meet most selection criteria for the position but does not have a relevant qualification for the position "OR" does not have at least two years full time paid work experience in a similar position. Such a position will have staff reporting to them.

**Activities Coordinator- Level 2 - (Wage / Skill Group 10, 2nd Year + 8%)**

Means an Employee appointed as such, responsible for both community and volunteer Classification development/involvement in the implementation of high quality recreational and community programs that promote individual resident lifestyle opportunities. A level 2 staff member will have a relevant qualification for the position "OR" who has at least 2 years equivalent full time paid experience in a similar position and has maintained a high level of achievement against agreed performance criteria at level 1. Relevant qualifications means a Diploma in social sciences, community development, recreation or psychology or equivalent. Equivalent full time means that experience on part time positions is consolidated to match the number of hours worked by a full time worker over 2 years, i.e. a worker who worked a 20 hour per week position would need to have worked 4 years. Similar position means a position where the type of work done and the level of responsibility undertaken are at least equivalent to an activities coordinator position.

**Activities Coordinator- Level 2 - Wage Skill Group 10 ( 3rd Year) + 16%**

Means an Employee appointed as such that is responsible for both community and volunteer development/involvement in the implementation of high quality recreational and community programs that promote individual resident lifestyle opportunities. A level 2 staff member will have relevant qualifications for the position "OR" who has at least 2 years equivalent full time paid experience in a similar position and has maintained a high level of achievement against agreed performance criteria at level 1. Equivalent full time means that experience on part time positions is consolidated to match the number of hours worked by a full time worker over 2 years, i.e. a worker who worked a 20 hour per week position would need to have worked 4 years. Similar position means a position where the type of work done and the level of responsibility undertaken are at least equivalent to an activities coordinator position. Such a position will have staff reporting to them.

**Activities Coordinator- Level 3 - Wage Skill Group 10 (3rd Year) + 12%**

Responsible for both community and volunteer development/involvement in the implementation of high quality recreational and community programs that promote individual resident lifestyle opportunities. A level 3 staff member will have relevant qualifications for the position "OR" who
has at least 2 years equivalent full time paid experience in a similar position and has maintained a high level of achievement against agreed performance criteria at level 2. A relevant qualification means a Diploma in social sciences, community development, recreation or psychology. Equivalent full time means that experience on part time positions is consolidated to match the number of hours worked by a full time worker over 2 years, i.e. a worker who worked a 20 hour per week position would need to have worked 4 years. Similar position means a position where the type of work done and the level of responsibility undertaken are at least equivalent to a community coordinator position.

**Activities Coordinator - Level 3 - with Reports - Wage Skill Group 10 (3rd Year) + 20%**

Means an Employee that is responsible for both community and volunteer development/involvement in the implementation of high quality recreational and community programs that promote individual resident lifestyle opportunities. A level 3 staff member will have relevant qualifications for the position 'OR' who has at least 2 years equivalent full time paid experience in a similar position and has maintained a high level of achievement against agreed performance criteria at level 2. Equivalent full time means that experience on part time positions is consolidated to match the number of hours worked by a full time worker over 2 years, i.e. a worker who worked a 20 hour per week position would need to have worked 4 years. Similar position means a position where the type of work done and the level of responsibility undertaken are at least equivalent to an activities coordinator or position. Such a position will have staff reporting to them.

**CLERICAL/ADMINISTRATIVE STREAM DEFINITIONS**

**Clerical Supervisor (Wage / Skill Group 11)**

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.

**Private Secretary (Wage / Skill Group 11)**

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.

**Interpreter (Qualified) (Wage / Skill Group 11)**

Is a person who is employed to perform interpreting functions and who has received accreditation from the National Accreditation Authority for Translators and Interpreters.

**Computer Clerk (Advanced) (Wage / Skill Group 9)**

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.)

**Interpreter (Unqualified) (Wage / Skill Group 8)**
Is a person who is employed to perform interpreting functions and/or assist qualified Interpreters.

**Computer Clerk (Wage / Skill Group 7)**

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, and Pay Clerk.

**GENERAL SERVICES STREAM DEFINITIONS**

**Gardener (non-trade) (Wage / Skill Group 2)**

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 (Wage / Skill Group 7)**

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

**Gardener Advanced (Wage / Skill Group 9)**

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.

**Gardener Superintendent (Wage / Skill Group 11)**

Means a "Gardener Trade" who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.

**General Services Supervisor (Wage / Skill Group 11)**

Is a person appointed as such performing work which involves the supervision of staff within the General Services Stream of this award 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 Trade (Wage / Skill Group 7)**

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.

**Handyperson Advanced (Wage / Skill Group 9)**

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.

**Laundry Operator (Wage / Skill Group 2)**
Means a person employed as a sole Employee in a laundry performing the full range of duties relating to the operation of a laundry.

**Window Cleaner (Wage / Skill Group 2)**

Means a person cleaning external windows where any part of the window to be cleaned is more than four and a half metres (4.5 metres) from the ground or balcony. Provided that the window is cleaned from the outside of the building.

**Storeperson Advanced (Wage / Skill Group 7)**

Is a person employed as a storeperson or storeperson alone who is required to regularly access computers in the course of his or her employment.

**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 D (Wage / Skill Group 8)**

A chef employed in a kitchen providing less than 500 meals on a daily average.

**Chef Grade C (Wage / Skill Group 9)**

A chef employed in a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

**Chef Grade B (Wage / Skill Group 10)**

A chef employed in a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

**Chef Grade A (Wage / Skill Group 11)**

A chef employed in a kitchen providing more than 2000 meals on a daily average.

**Other Cook (Wage / Skill Group 1)**

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

**Cook Employed Alone (Wage / Skill Group 3)**

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

**Dietary Supervisor (Wage / Skill Group 3)**
Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.

**Diet Cook (Wage / Skill Group 3)**

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

**Food Monitor (Wage / Skill Group 4)**

An Employee responsible to a catering and/or dietary department 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 for the catering and/or dietary department.

Notwithstanding the provisions of clause 23 of the former *Health and Allied Services – Private Sector Victoria Consolidated Award 1998* as incorporated, when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

**Food Services Supervisor (Wage / Skill Group 11)**

Is a person appointed as such performing work which involves the supervision of staff within the Food Services Stream of this award 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.

**Second Cook**

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

**Second Cook Grade D (Wage / Skill Group 7)**

A second cook employed in a kitchen providing less than 500 meals on a daily average.

**Second Cook Grade C (Wage / Skill Group 8)**

A second cook employed in a kitchen providing more than 500 meals but less than 1000 meals on a daily average

**Second Cook Grade B (Wage / Skill Group 9)**

A second cook employed in a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

**Second Cook Grade A (Wage / Skill Group 10)**

A second cook employed in a kitchen providing more than 2000 meals on a daily average.

**Trade Cook (Wage / Skill Group 7)**

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

B. PAY POINT PROGRESSION CRITERIA

LEVEL 1 (ENROLLED NURSE WITH NOTATION - NO MEDICATION ENDORSEMENT)

Level 1.1 (EN Trainee)

EN Trainee means the Level to which an Employee will be appointed as a Trainee Enrolled Nurse where the Employee is undertaking a Diploma in Nursing.

Level 1.2

Level 1.2 means the Level to which an existing Enrolled Nurse without medication endorsement who was classified at Pay Point 5 or below under the classification structure in the previous Agreement will be translate to at the commencement of this Agreement.

Level 1.3

Level 1.3 means the Level to which an Enrolled Nurse without medication endorsement who was classified at Pay Point 6 will translate to at the commencement of this Agreement, or to which an Enrolled Nurse without medication endorsement will be appointed or progress to from Level 1.2, having been assessed as being competent at that level, where the Employee has:

(a) Not more than one further year of practical experience as defined; and
(b) Completed training as follows:

   (i) Subject to its provision by the Employer, not less than 160 hours of in service training and/or external relevant professional development accumulated since registration which may include the successful completion of Self Directed Learning Packages; or

   (ii) The successful completion of two modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or

   (iii) Subject to its provision by the Employer, the undertaking of in service training, and/or external relevant professional development (which may include Self Directed Learning Packages) of not less than 100 hours accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

Skill Indicators

An Employee at pay point 1.3 will, if required, be expected to:

(a) Act as a preceptor / mentor for other Registered Nurses Division 2 and Personal Care Workers, and/or
(b) Assist to develop and sustain an environment that supports excellence in clinical practice and resident care including the development, implementation and evaluation of quality improvement activities as approved by the Employer.

**Level 1.4**

**Level 1.4** means the Level to which an Enrolled Nurse without medication endorsement who was classified at Pay Point 7 will translate to at the commencement of this Agreement or to which an Enrolled Nurse without medication endorsement will be appointed or progress to from Level 1.3, having been assessed as being competent at that level, where the Employee has the following:

(a) Not more than one further year of practical experience as defined; and

(b) Completed training as follows:

(i) Subject to its provision by the Employer, not less than 200 hours of in service training and/or external relevant professional development accumulated since registration which may include the successful completion of Self Directed Learning Packages; or

(ii) The successful completion of three modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or

(iii) Subject to its provision by the Employer, the undertaking of in service training and/or relevant external professional development (which may include Self Directed Learning Packages) of not less than 140 hours accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

**Skill Indicators**

An Employee at Level 1.4 will, if required, be expected to:

(i) Support and participate in research programs of the organisation, and/or

(ii) Demonstrate leadership (other than as a Team Leader / Senior) within the Registered Nurse Division 2 team and influence others in both the internal and external environment to promote optimal care and best practice. This may involve participation on committees, task forces, interdisciplinary and interdepartmental forums concerned with resident care and nursing practice.

**Level 1.5**

**Level 1.5** means the Level to which an Enrolled Nurse without medication endorsement who was classified at Pay Point 8 will translate to at the commencement of this Agreement or the Level an EN will be appointed or progress to from Level 1.4, having been assessed as being competent at that level, where the Employee has the following:

(a) Not more than one further year of practical experience as defined; and
(b) Completed training as follows:

(i) Subject to its provision by the Employer, not less than 240 hours of in service training and/or other external relevant professional development accumulated since registration which may include the successful completion of Self Directed Learning Packages; or

(ii) The successful completion of four modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing), Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or

(iii) Subject to its provision by the Employer, the undertaking of in service training, or external relevant professional development (which may include Self Directed Learning Packages) of not less than 180 hours accumulated since registration and the successful completion of one module relevant to the work undertaken with the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

Skill Indicators

An Employee at Level 1.5 will, if required, be expected to:

(i) Support and participate in research programs as approved by the Employer, or
(ii) Act in a mentor role and attend mentor training.

LEVEL 2 (AUTHORISED ENROLLED NURSE - WITHOUT NOTATION - MEDICATION ENDORSED)

Level 2.2

Level 2.2 means the Pay Point to which an Employee who was classified at Pay Point 3 will translate to at the commencement of this Agreement or, the Level to which an Enrolled Nurse will be appointed, having been assessed as being competent at that level, where the Employee has:

(a) Not more than one further year of practical experience as defined; and

(b) Completed training as follows:

   (i) Subject to its provision by the employing agency, in-service training provided from time to time.

Point of Entry (Diploma)

Where an Employee has the satisfactorily completed a Diploma of Nursing, the Employee will be appointed at not less than Level 2.2. An Employee so appointed is deemed to have completed 40 hours of training since registration and to have satisfied the skill indicators at this level.

Skill Indicators

An Employee at level 2.2 will be expected to:
(a) Demonstrate an ability to organise, practice and complete nursing functions in stable conditions with limited direct supervision; and/or

(b) Use of observation and assessment skills to recognise and report deviations from stable conditions; and/or

(c) Demonstrate flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice; and/or

(d) Use communication and interpersonal skills to assist in meeting psychosocial needs of individual groups.

**Level 2.3**

**Level 2.3** means the Pay Point to which an Employee who was classified at Pay Point 4 will translate to at the commencement of this Agreement or the level to which an Enrolled Nurse will be appointed or progress from Level 2.2, having been assessed as being competent at that level, where the Employee has:

(a) Not more than one further year of practical experience as defined; and

(b) Completed training as follows:

(ii) Subject to its provision by the employing agency, in service training and/or other external relevant professional development, of not less than 80 hours accumulated since registration; or

(iii) The successful completion of two modules additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or

(iv) In-service training, subject to its provision by the employing agency, of not less than 40 hours accumulated since registration and the successful completion of one additional module relevant to the work undertaken within the Certificate IV Health (Nursing), Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.

**Skill Indicators**

(a) An Employee at Level 2.3 will be expected to:

(b) Demonstrate speed and flexibility in accurate decision making; and/or

(c) Organise own workload and set own priorities with minimal direct supervision; and/or

(d) Use observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or

(e) Uses communication and interpersonal skills to meet psychosocial needs of individuals/groups.
Level 2.4

**Level 2.4** means the Level to which an Employee who was classified at Pay Point 5 will translate to at the commencement of this Agreement or the Level to which an Enrolled Nurse will be appointed or progress from Level 2.3, having been assessed as being competent at that level, where the Employee has:

(a) Not more than one further year of practical experience as defined; and

(b) Completed the following training:

(v) Subject to its provision by the employing agency, in-service training and/or external relevant professional development of not less than 120 hours accumulated since registration; or

(vi) The successful completion of two modules additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or

(vii) The undertaking of in-service training, subject to its provision by the employing agency, and/or external relevant professional development, of not less than 80 hours accumulated since registration and the successful completion of one additional module relevant to the work undertaken within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.

**Skill Indicators**

An Employee at Level 2.4 will be expected to:

(a) Contribute information in assisting the Registered Nurse/s with development of nursing strategies/improvements within the employee’s own practice setting and/or nursing team, as necessary; and

(b) Respond to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

(c) Demonstrate efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.

Level 2.5

**Level 2.5** means the Level to which an Employee who was classified at Pay Point 6 will translate to at the commencement of this Agreement or the level to which an Enrolled Nurse will be appointed or progress to from Level 2.4, having been assessed as being competent at that level, where the Employee has:

(a) Not more than one further year of practical experience as defined, and

(b) Completed training as follows:
(i) Subject to its provision by the Employer, in service training, and/or external relevant professional development of not less than 160 hours accumulated since registration which may include the successful completion of Self Directed Learning Packages; or

(ii) The successful completion of two modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or

(iii) Subject to its provision by the Employer, the undertaking of in service training, and/or external relevant professional development (which may include Self Directed Learning Packages) of not less than 100 hours accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

Skill Indicators

An Employee at pay point 2.5 will, if required, be expected to:

(a) Act as a preceptor / mentor for other Registered Nurses Division 2 and Personal Care Workers, and/or

(b) Assist to develop and sustain an environment that supports excellence in clinical practice and resident care including the development, implementation and evaluation of quality improvement activities as approved by the Employer.

Level 2.6

Level 2.6 means the Level to which an Employee who was classified at Pay Point 7 will translate to at the commencement of this Agreement or the Level to which an Enrolled Nurse will be appointed or progress to from Level 2.5, having been assessed as being competent at that level, where the Employee has the following:

(a) Not more than one further year of practical experience as defined; and

(b) Completed training as follows:

(i) Subject to its provision by the Employer, in service training, and/or external relevant professional development of not less than 200 hours since registration which may include the successful completion of Self Directed Learning Packages; or

(ii) The successful completion of three modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or

(iii) Subject to its provision by the Employer, the undertaking of in service training and/or external relevant professional development (which may include Self Directed Learning Packages) of not less than 140 hours
accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

**Skill Indicators**

An Employee at Level 2.6 will, if required, be expected to:

(a) Support and participate in research programs of the organisation, and/or

(b) Demonstrate leadership (other than as a Team Leader / Senior) within the Registered Nurse Division 2 team and influence others in both the internal and external environment to promote optimal care and best practice. This may involve participation on committees, task forces, interdisciplinary and interdepartmental forums concerned with resident care and nursing practice.

**Level 2.7**

Level 2.7 means the Level to which an Employee who was classified at Pay Point 8 will translate to or the Level to which an Enrolled Nurse will be appointed or progress to from Level 2.6, having been assessed as being competent at that level, where the Employee has the following:

(a) Not more than one further year of practical experience as defined; and

(b) Completed training as follows:

(i) Subject to its provision by the Employer, in service training, and/or external relevant professional development of not less than 240 hours since registration which may include the successful completion of Self Directed Learning Packages; or

(ii) The successful completion of four modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing), Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability, or

(iii) Subject to its provision by the Employer, the undertaking of in service training, and/or other external relevant professional development (which may include Self Directed Learning Packages) of not less than 180 hours accumulated since registration and the successful completion of one module relevant to the work undertaken with the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

**Skill Indicators**

An Employee at Level 2.7 will, if required, be expected to:

(a) Support and participate in research programs as approved by the Employer, or

(b) *Act in a mentor* role and attend mentor training.
REGISTERED NURSES DEFINITIONS

1. **Post Graduate Student** (i.e. A Registered Nurse undergoing training for the purpose of obtaining a post-graduate qualification).

   The period for which a Registered Nurse undergoes training for the purpose of obtaining a post-basic qualification will be counted towards his or her years of experience as a Registered Nurse.

2. **Deputy Director of Nursing (however titled)**

   **Deputy Director of Nursing** means a Registered Nurse appointed as such and who deputises for the Director of Nursing and assists in nursing administration.

   Where an Employee is appointed as Deputy Director of Nursing (Extended Care/Residential Aged Care Facility):

   (a) The minimum weekly salary for a Deputy Director of Nursing will be at the Grade 5 (13-50 beds).

   (b) In addition to this amount a Deputy Director of Nursing will be paid the following in respect to approved beds over which responsibility is exercised:

      (i) an additional 0.065% of the minimum base weekly salary per bed for each approved bed to 50 beds: plus;

      (ii) an additional 0.065% of the minimum base weekly salary per bed for each approved bed from 51 to 100: plus;

      (iii) an additional 0.032% of the minimum base weekly salary per bed for each approved bed above 100 beds.

   The above amount will be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting will be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

3. **Director of Nursing (Extended Care/Residential Aged Care Facility)**

   **Director of Nursing** means a Registered Nurse appointed as the principal nursing executive officer, however styled, responsible for the overall managerial, professional, clinical and regulatory inspects 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:

   - accountability for the standards of nursing practice for the residential aged care facility and for co-ordination of its nursing service;

   - 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;

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• providing leadership, direction and management of the residential aged care facility in accordance with relevant organisational policies, objectives and goals;
• management of the budget or aspects of the budget of the residential aged care facility;
• responsibility for ensuring that the nursing service meets the changing needs of residents, organisational aims and objectives through proper strategic planning; and
• complying and ensuring the compliance of others with the Aged Care Act 1997 (Cth) and other legal requirements pertaining the nursing service of the residential aged care facility.

(a) The minimum weekly salary for a Director of Nursing will be at Grade 7 (less than thirteen beds).

4. **Nurse Practitioner**

A Nurse Practitioner is a specialised nurse who holds additional qualification (usually a Masters Degree) in a relevant field such as gerontology or women’s health and who is registered as Nurse Practitioner with the NMBA. As such the Nurse Practitioner has rights under federal legislation to prescribe medications in his or her field of expertise.

5. **Clinical Care Coordinator**

Means a registered nurse Division 1 appointed as such who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility or clients of a community care program (but does not have managerial responsibilities) and in addition to care/lifestyle planning oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents and clients, and who performs duties which substantially include, but are not confined to:

(a) Providing or assisting with policy advice, development and/or implementation of standards of nursing care; and/or

(b) Providing clinical ‘leadership and role modelling for less experienced and non registered staff; and/or

(c) Implementation and evaluation of education or staff development programs relevant to the residential aged care facility or community care program.

**REGISTERED NURSE CLASSIFICATIONS**

1. **Grade 1**

A Registered Nurse in his or her first year of experience (or “Graduate Year”) following registration as a Nurse with the Australian Health Practitioner Regulation Agency (“AHPRA”).
2. **Grade 2**

A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and who 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.

3. **Grade 3**

This is the minimum classification for a Registered Nurse rostered alone in a facility 80 beds and over.

4. **Grade 4A**

A Registered Nurse appointed as in-charge of a facility of less than 61 beds in the out of hours of the Director of Nursing on PM, night and all weekend shifts and paid as such.

A Registered Nurse who is appointed as such in charge of a ward or unit or section of a residential aged care facility.

**Grade 4B**

A Registered Nurse appointed as a Nurse Unit Manager (however titled) and paid as such or who progresses from Grade 4A (if this Agreement so provides).

5. **Grade 5**

A Registered Nurse appointed as the After Hours Coordinator for a Facility of 61 beds or more on PM, night and all weekend shifts and paid as such. The rate of pay for this classification will be based on the relevant bed number (usually 51 - 200 beds).

A Registered Nurse appointed as a Clinical Care Coordinator in a Residential Aged Care Facility.

6. **Grade 6**

A Registered Nurse appointed as a Deputy Director of Nursing (However Titled) and paid as such. In addition the Deputy Director of Nursing will be paid the relevant bed percentage as defined.

7. **Grade 7**

A Registered Nurse appointed as a Director of Nursing (however titled) and paid as such.

A Registered Nurse appointed as a Nurse Practitioner during his or her first year of experience as a Nurse Practitioner will be classified at Grade 7 (50-100 beds).

A Registered Nurse appointed as a Nurse Practitioner during his or her second and subsequent years of experience as a Nurse Practitioner will be classified at Grade 7 (over 100 beds).
APPENDIX C – LETTER OF APPOINTMENT

The letter of appointment (however titled) will contain the following information:

1. Name of Employer.
2. Date of commencement.
3. Employee's specific classification.
4. The workplace/campus/location where the person is to be situated.
5. The name of the industrial instruments (e.g. Award and Enterprise Agreement) which contains the Employee’s terms and conditions of employment.
6. The mode of employment.
7. The exact number of contracted weekly or fortnightly hours will be prescribed [insert actual minimum contracted hours e.g. 24] and for part time Employees the letter should indicate whether (by mutual agreement) additional shifts may be added.
8. The general pattern of the shifts expected to be worked in accordance with the roster will be identified.
9. The Employee will be advised that if they agree to work regular additional shifts then they may request that the contract of employment be varied to reflect those additional hours (subject to any provisos in this Agreement).
10. Date of commencement.
11. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
12. Other information as required depending on the nature of the position.

CERTIFICATE OF SERVICE AND TRAINING (UPON REQUEST BY THE EMPLOYEE)

1. Name of Employer.
2. Employee's classification (e.g. Grade 2 Year 4, Grade 4B Year 1, Enrolled Nurse Pay Point 4), rate of pay and regular allowances.
3. Date of commencement and termination.
4. The workplace/campus/location where the person was situated.
5. Their mode of employment i.e. full-time, part-time or bank.
6. Fortnightly hours on commencement and on termination.
7. Summary of training (both external and in-service) undertaken during employment, including training nominal hours and indication of successful completion so far as such information is reasonably accessible to the Employer.
APPENDIX D – ACCIDENT PAY

1. Accident pay will not apply:
   (a) in respect of any injury during the first five normal working days of incapacity;
   (b) to any incapacity occurring during the first two weeks of employment unless that incapacity continues beyond the first three weeks;
   (c) during any period when the Employee fails to comply with the requirements of the Act with regard to examination by a legally qualified medical practitioner;
   (d) where the injury for which the Employee is receiving weekly compensation payments is a pre-existing injury which work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration and the Employee failed to disclose the injury on engagement following a request to do so by the employer in circumstances where the Employee knew or ought to have known about the nature of the injury;
   (e) where in accordance with the Act a medical practitioner provides information to an employer of an Employee’s fitness for work or specifies work for which an Employee has a capacity and that work is made available by an employer but not commenced by an Employee;
   (f) when the claim has been commuted or redeemed in accordance with the Act;
   (g) in respect of any period of annual leave, long service leave or for any paid public holiday.

2. Maximum payment
   The maximum period or aggregate of periods of accident make-up pay to be made by an employer will be a total of 39 weeks for any one injury.

3. Reduction of compensation
   Where an Employee receives a weekly payment under this section and subsequently that payment is reduced pursuant to the Act, that reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.

4. Cessation of employment
   An entitlement to accident make-up pay cease on termination of the Employee’s employment, except where such termination:
   (a) is by the employer other than for reason of the Employee’s serious and wilful misconduct; or
   (b) arises from a declaration of bankruptcy or liquidation of the employer, in which case the Employee’s entitlement will be referred to the Fair Work Commission to determine.
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/320

Applicant:
Anglican Aged Care Services Group trading as Benetas

Undertaking- section 190

I, Sandra Hills, Chief Executive Officer of Benetas give the following undertakings with respect to the Benetas, Nurses and Aged Care Employees (Residential Care) ANMF and HWU Enterprise Agreement 2022 ("the Agreement"):

1. I have the authority given to me by (name of employer) to provide this undertaking in relation to this application before the Fair Work Commission.

2. Benetas undertakes that clause 48.7(d) will not apply for the life of the Agreement.

3. Benetas undertakes that the application of Clause 31.4 (Abandonment of Employment) will operate subject to the National Employment Standards.

4. Benetas undertakes that a maximum of 15 hours per year outside of ordinary rostered hours would apply to clause 38.2 (Mandatory Training).

5. Benetas undertakes not to roster an EN Level 1.1 to work a Sunday shift for the life of the Agreement.

6. Benetas undertakes that no Grade 6, Grade 7, Deputy Director of Nursing or Director of Nursing will be rostered to work on a Sunday for the life of the Agreement.

7. Benetas undertaking that clause 40.7 will operate subject to the Nurses Award 2010 and the Aged Care Award 2010.

8. Benetas undertake that clause 25.4 will operate subject to the overtime clauses as contained in the Nurses Award 2010 and the Aged Care Award 2010.

Signature: ________________________________

Date: 29 May 2019