



ESTIA HEALTH QUEENSLAND
ENTERPRISE AGREEMENT 2024

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Part 1 – Application and Operation

1 Title

- 1.1 This Agreement shall be known as the Estia Health Queensland Enterprise Agreement 2024 and, together with the Schedules, forms the entire agreement between Estia Health and the Employees it covers in relation to collectively applicable terms of employment with Estia Health ("Agreement").
- 1.2 The meanings of defined terms and other interpretation principles are set out in [Schedule 1 - Dictionary](#). Defined terms may also be referenced throughout the document in inverted commas and bold text for ease of initial recognition and reference.

2 Purpose

- 2.1 The purpose of this Agreement is to outline a "safety net" of terms and conditions that:
- (a) apply to all Employees it covers; and
 - (b) supplement the National Employment Standards ("**NES**").
- 2.2 By implementing this Agreement, Estia Health and its Employees aim to:
- (a) provide a platform of core terms and conditions of employment from which Estia Health can build;
 - (b) clarify, simplify and streamline the core terms and conditions of employment that apply across Estia Health to increase consistency across the business in Queensland;
 - (c) align core terms and conditions of employment with Estia Health's business and strategic direction; and
 - (d) encourage the creation of a flexible and adaptable work environment that is best able to meet the needs of Estia Health's customers - our residents, their families, and their loved ones - now and in the future, while respecting the work life balance of its Employees.

3 Coverage

- 3.1 This Agreement covers:
- (a) Estia Investments Pty Ltd ("**Estia Health**") with regard to its residential aged care homes in the State of Queensland ("**Estia Health Home**"); and
 - (b) all Employees (other than "Excluded Employees") who are employed by Estia Health as at the date of operation of this Agreement, to work wholly or principally at an "Estia Health Home" (as defined) in Queensland and who are employed to work in a classification covered by this Agreement ("**Employees**");
 - (c) the Queensland Nurses and Midwives' Union of Employees (subject to application and approval by FWC);
 - (d) the Australian Nursing and Midwifery Federation (subject to application and approval by FWC);
 - (e) The Australian Workers' Union (subject to application and approval by FWC);
 - (f) the United Workers Union (subject to application and approval by FWC); and
 - (g) the Health Services Union Queensland Branch (subject to application and approval by FWC).
- 3.2 The following Employees are excluded Employees:

- (a) the "**Residential Aged Care Manager**" of each "**Estia Health Home**" however titled from time to time; and
- (b) all Employees of Estia Health who are engaged to work principally within **Estia Health's "Head Office"**, no matter the location(s) where they perform that work; and
- (c) any Employees (except Allied Health Assistants) performing work or employed in positions that are not covered by *Aged Care Award 2010* or the *Nurses Award 2020*.

4 Commencement and Duration

- 4.1 The Agreement will start to operate 7 days after its approval by the FWC ("**FWC**") and will have a nominal expiry date of 30 June 2027.
- 4.2 The parties acknowledge that administrative arrangements for implementation of this Agreement may take up to 8 weeks from approval; but that all entitlements in this Agreement shall apply consistent with clauses 4.1, Commencement and Duration and [28.2](#) of this Agreement.
- 4.3 The Agreement will continue to operate after its nominal expiry date unless it is terminated or replaced.
- 4.4 Estia Health will ensure that a copy of this Agreement is available to all Employees to whom it applies by placing it either on noticeboards or by electronic means.

5 Relationship to the National Employment Standards ("NES")

This Agreement contains terms that are also addressed in the NES. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by section 55 of the Act, specifically:

- (a) the Agreement applies subject to the Act and does not exclude the NES;
- (b) where the Agreement provides for terms also provided for in the NES, the Agreement terms apply to the extent that they are:
 - (i) incidental to the operation of the NES; and
 - (ii) supplementary to, or more beneficial than, the terms set out in the NES.

6 Grandparenting of pre-existing benefits

Some specific and more beneficial terms and conditions that apply to Employees who were employed at the time this Agreement was approved are provided for in [Schedule 6 - Grandparenting of Existing Conditions](#). For clarity, these terms and conditions will not apply to new Employees employed after 13 February 2018.

7 Individual Flexibility Arrangements ("IFA")

An individual Employee may make an IFA with Estia Health, to cater for individual circumstances that are not specifically accommodated by this Agreement. The IFA must be made in accordance with and subject to [Schedule 5 - Altering the effect of this Agreement for Individual Flexibility](#).

Part 2 - The Employment Relationship

8 Employee categories

- 8.1 An Employee may be employed in the following categories:

- (a) full-time;
 - (b) part-time;
 - (c) casual; or
 - (d) maximum term.
- 8.2 Full-time, part-time (collectively permanent Employees) and maximum term Employees are employed to work regularly or systematically, either on a full-time or part-time basis.
- 8.3 Casual Employees means a person that meets the definition in section 15A – casual Employee – of the **Act**.
- 8.4 Maximum term Employees are appointed in writing for a specified period of time, task, or season, without an expectation of ongoing work after the specified end date/completion event. Maximum term Employees will only to be used for genuine maximum term arrangements and it is not intended that they will be used to undermine the job security of permanent Employees.
- 8.5 Employment as a full-time, part-time or maximum term Employee is subject to an initial probation period of 6 months, unless otherwise agreed in writing.
- 8.6 All Employees are either "**M-F Day Workers**" or "**24/7 Roster Workers**" (as defined), as appointed upon commencement or otherwise agreed in writing with Estia Health from time to time.
- 8.7 At the time of employment, Estia Health will inform each new Employee in writing of which categories in this clause 8 (Employee categories) apply to them.
- 8.8 Estia Health is committed to maximising permanent employment, whether full-time or part-time, where operationally appropriate. Estia Health recognises the importance of permanent employment in regard to enhancing the continuity in the delivery of care to its residents and access to associated benefits for its Employees.

9 Ordinary hours of full time Employees

The ordinary hours of a full-time Employee are an average of 38 per week, arranged in accordance with clause 18 (Arrangement of Ordinary Hours) below.

10 Ordinary hours of part time Employees

10.1 The ordinary hours of a part-time Employee are an average of less than 38 per week, as agreed in writing, arranged in accordance with clause 18 (Arrangement of Ordinary Hours) below.

10.2 Nursing Employees

- (a) Before commencing part-time employment, Estia Health and a part-time Nursing Employee will mutually agree in writing the Contract Hours and the rostering arrangements that will apply to those Contract Hours.
- (b) The terms of the Agreement in clause 10.2(a) may be varied by agreement and recorded in writing.

10.3 Non-Nursing Employees

- (a) Before commencing employment, Estia Health and a part-time Non-Nursing Employee will agree in writing on:
 - (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours will include which shifts the Employee may be rostered to work;
 - (ii) the days of the week and start and finish times that the Employee may be rostered to work within a fortnight; and

- (iii) the agreed minimum number of Contract Hours to be worked per fortnight.
 - (b) Any agreed variation to the regular hours of work will be in writing.
 - (c) Notwithstanding Clause 19 (Overtime), a part-time Employee may agree to work in excess of their rostered ordinary hours at the Base Rate, provided that all time worked by a part-time Employee which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half. The overtime penalty rates are applied to the Base Rate.
 - (d) A part-time Employee will not be directed to work in excess of their rostered ordinary hours at the Base Rate. Where a part-time Employee is directed by Estia Health to work in excess of their rostered ordinary hours (“**Additional Hours**”) the Employee will be paid in accordance with Clause 19 (Overtime) for such Additional Hours.
- 10.4 Unless otherwise indicated or required by the context, the terms of this Agreement apply to part-time Employees on a pro rata basis, in the same proportion as the Employee's Contract Hours bear to ordinary full-time hours.

11 Change in Contract Hours or employment categories

- 11.1 Estia Health must consider and will not unreasonably withhold its agreement, and respond in writing (with reasons) to a written request by either:
- (a) a part-time Employee who is seeking to increase their minimum Contract Hours and/or convert to full time status; or
 - (b) a casual Employee who has completed at least 6 months of employment with Estia Health and has worked in a pattern of hours, performed on an ongoing basis, which without significant adjustment, would be consistent with part-time or full-time employment under this Agreement, and who is seeking to convert to permanent (either part time or full time), or maximum term employment.
- 11.2 Provided that requests made in accordance with clause 11.1, specifically conversion in status (to either full-time or part-time employment) or an increase in minimum Contract hours, may reasonably be refused by Estia Health in circumstances including but not limited to:
- (a) temporary adjustment which is associated with coverage of leave periods (paid or unpaid) of permanent staff;
 - (b) temporary activities associated with specific projects; or
 - (c) temporary fluctuations in work hours arising from matters including resident dependency requirements, occupancy and skill mix.
- 11.3 On-going applications made as per clause 11.1 may then be made at 6 monthly intervals.
- 11.4 Changes to a part-time Employee's Contract Hours may be mutually agreed between Estia Health and an Employee at any time, provided this is confirmed in writing. However, any required changes to Contract Hours initiated by Estia Health require consultation in accordance with and subject to **Part 9 - Managing Workplace Change & Disagreements**. Any other change in an Employee's employment category must also be agreed with Estia Health and confirmed in writing.
- 11.5 A casual Employee may also be entitled to casual conversion under the NES.

12 Appointment to a specified Estia Health Home

- 12.1 Unless otherwise agreed in writing, Employees are principally employed to work at the particular

Estia Health Home ("**Home Base**") to which they are appointed by Estia Health in writing. However, nothing in this Agreement prevents an Employee, subject to mutual agreement from working at other Estia Health Homes or work locations occasionally or as part of their regular duties including, on occasion, homes that may not fall within coverage of the Agreement.

12.2 Any temporary or permanent change in Home Base:

- (a) must be mutually agreed between Estia Health and the Employee in writing; and
- (b) will not break the Employee's continuity of employment or entitlements.

12.3 Where an Employee works regularly, or for a continuous period of more than 3 months, at an Estia Health Home/s other than their Home Base, they may request a review of their Home Base allocation.

13 Classifications

13.1 Classification descriptions are set out in [Schedule 2 - Employee Classifications](#). Unless otherwise agreed in writing, Employees are principally employed to perform work at the classification level to which they are appointed by Estia Health in writing.

13.2 Estia Health must advise new Employees in writing of their classification and pay point upon commencement and of any subsequent changes to their classification and pay point. Existing Employees may request written confirmation of their current classification or pay point at any time. An Employee will be given credit for all previous continuous aged care industry service (including nursing) in the same classification for the purpose of determining the rate of wages payable.

13.3 Previous service includes time spent as a Nursing Employee in the same classification in obtaining additional nursing certificates other than the basic qualification required for nursing registration.

13.4 Movement between classifications is by appointment in writing. Progression through pay points within each classification is automatic upon completion of 1786 hours of work at the lower pay point.

13.5 Where an Employee's classification or pay point is determined by qualifications or experience:

- (a) unless otherwise agreed, the Employee is to maintain and/or renew as required the qualification necessary to maintain their appointed classification level;
- (b) the Employee may be required to provide evidence of their qualification or experience from time to time, for verification and audit purposes;
- (c) the Employee will be remunerated for their appointed classification, at the pay point for which appropriate evidence of experience has been provided; and
- (d) where the Employee provides additional evidence demonstrating that a higher pay point is applicable, the Employee's pay point from commencement of the next full pay period after such evidence is provided (and, where applicable, will be back paid any difference in remuneration that would have been paid if the evidence had been provided sooner, up to a maximum of 3 months' back pay).

13.6 Where an Employee is, or is required to be, registered with AHPRA or affiliated with another professional body or association which mandates professional standards and obligations, it is the Employee's personal responsibility to ensure:

- (a) they comply with those professional standards and obligations; and
- (b) they notify Estia Health as the first available opportunity if they become aware of any impediment to compliance, or any actual or anticipated conflict between their duties

to Estia Health and their professional standards and obligations.

- 13.7 Unless agreed in writing in advance, where an Employee is appointed to a particular classification (e.g. Nursing Assistant) but subsequently obtains qualifications or registrations usually associated with a higher classification level (e.g. registration as an Enrolled Nurse), this will not alter the classification to which the Employee has been appointed or which applies for the purposes of this Agreement.
- 13.8 Estia Health has no obligation to appoint Employees to a higher classification level as a result of the Employee obtaining additional qualifications unless agreed in writing in advance.
- 13.9 If an Employee obtains additional qualifications or registrations (e.g. AHPRA registration) and this limits the duties they can perform for Estia Health, they must notify Estia Health immediately and must not undertake any work that would breach their new obligation.

14 Employee Duties

- 14.1 The primary responsibility of Estia Health's Employees is to help the organisation deliver safe, high-quality care and customer experiences to its residents, which Estia Health aims to deliver by ensuring Employees at different classification levels work together cooperatively to achieve common objectives. Accordingly, Employees are to comply with any reasonable and lawful direction or requirement to perform duties for which they are competent of performing as well as having the skills, experience and qualifications, and where applicable to the classification, current registration with AHPRA, even if some of those duties would usually be performed by Employees at a different classification level provided that such duties are not designed to promote deskilling or avoid any obligations under clause [15](#), Higher Duties.
- 14.2 Where an Employee is required by Estia Health to perform duties usually associated with a lower classification level, the Employee will remain entitled to the benefits and entitlements associated with their usual, higher classification.
- 14.3 Any such requirement of Estia Health pursuant to clauses 14.1 and 14.2 shall be consistent with Estia Health's responsibilities to provide a safe and healthy working environment.
- 14.4 Estia Health will not directly instruct Nursing Employees to undertake any duties which would give rise to a breach of their AHPRA registration obligations.

15 Higher Duties

- 15.1 Where a Non-Nursing Employee is required by the Employer to relieve another Employee in a higher classification level, the Employee will be entitled to payment at the wage rate for the higher classification for:
 - (a) the time so worked for two hours or less on a given day or shift; or
 - (b) the full day or shift where the time so worked exceeds two hours.
- 15.2 Where a Nursing Employee (excluding a Level 4 Registered Nurse (however titled) and a Care Director) is required to relieve another Employee in a higher classification level, the Employee will be paid at the higher classification rate provided the relieving period is for three (3) days or more.

16 Learning and Professional Development

- 16.1 As part of their duties, all Employees may be required to complete mandatory training relating to their work including, for example, work health and safety training ("**Mandatory training**"). Estia Health will provide to an Employee, upon request (which may be made at any time during the employment or after termination), a written statement of the hours of Mandatory Training attended by the Employee. In addition, Estia Health recognises that Employees registered with

- AHPRA are required to complete a minimum number of CPD hours to maintain their registration standards.
- 16.2 Wherever reasonably practicable, Employees will complete all Mandatory Training and CPD "in house", within ordinary rostered hours. Modules may be delivered face to face (at an Employee's Home Base or another site) or via other delivery models, such as e-learning.
- 16.3 Estia Health may also reasonably require Employees to undertake paid Mandatory Training offsite and/or outside of rostered hours. In such circumstances Estia Health will pay reasonable travel expenses related to such Mandatory Training where they are in excess of the Employee's usual costs related to attendance at work. Except where it places Estia Health's compliance at risk, Estia Health shall provide Employees with two weeks' notice of any requirement to attend Mandatory Training outside their normal rostered hours.
- 16.4 Attendance at Mandatory Training will be paid at the Base Rate, subject to the following:
- (a) Where such Mandatory Training is undertaken during the course of the Employee's ordinary rostered shift ("**Ordinary Shift**"), the Employee will be paid, in addition to the Base Rate, any applicable shift or weekend penalty rate (or casual loading in the case of a casual Employee) that is payable on the Ordinary Shift.
 - (b) E-learning activities with respect to Mandatory Training modules will be completed where possible in the workplace during an Employee's Ordinary Shift. Where:
 - (i) an Employee has requested approval to complete an e-learning module outside the workplace and outside the Employee's Ordinary Shift; and
 - (ii) their request, including the times the training is to occur, is approved in writing by the Employee's Residential Aged Care Manager;then the Employee will be paid at the Base Rate with a minimum engagement in line with clause [21.1\(a\)](#) Minimum Shift Length.
 - (c) For training that is approved by the Employee's Residential Aged Care Manager to be completed outside of the Employee's ordinary rostered hours, the Employee will be paid a minimum period of one hour. In addition to the Base Rate, the Employee will be paid any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance.
 - (d) In the case of a Nursing Assistant, Trainee Enrolled Nurse or Non-Nursing Employee, where Mandatory Training is undertaken outside of the Employee's rostered ordinary hours:
 - (i) the first 10 hours per year of such training will be paid in accordance with (c); and
 - (ii) any remaining training beyond 10 hours per year will be paid at the applicable overtime penalty rate.
- 16.5 In the case of Employees who must be registered with AHPRA, it remains the responsibility of the Employee to ensure they complete all required CPD to maintain registration standards. However, Estia Health will not unreasonably refuse any request for paid leave to complete any required CPD that cannot reasonably be offered by Estia Health and completed in-house during work time.
- 16.6 Where an Employee is concerned that they cannot or may not be able to complete Mandatory Training or CPD requirements within the timeframes expected by Estia Health from time to time, the Employee should raise this with their manager at the first available opportunity, to assist the manager to identify and respond to any barriers to completion in a timely manner.

16.7 Where Mandatory Training or CPD requirements have not been completed within the timeframes expected by Estia Health, and clause 16.6 has been accommodated as far as practicable, the Employee may be subject to disciplinary action.

17 Voluntary Attendance at Meetings

17.1 Where a work-related meeting occurs for which attendance is not required, but an Employee volunteers and is approved by Estia Health to attend, if that meeting is held outside of the Employee's ordinary hours of work, the Employee shall be entitled to receive payment at the Base Rate for the actual time spent in attendance at such meetings, with a minimum payment of 1 hour. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement, subject to subclause 17.2.

17.2 In the case of Employees classified as a Nursing Assistant, Trainee Enrolled Nurse or Non-Nursing Employee, where such meetings are undertaken outside of the Employee's rostered ordinary hours:

- (a) the first 10 hours per year of such meetings will be paid in accordance with clause 17.117.1 herein; and
- (b) any remaining meetings beyond 10 hours per year will be paid at the applicable overtime penalty rate.

Part 3 - Hours of Work and Rostering

18 Arrangement of Ordinary Hours

18.1 The ordinary hours of an Employee:

- (a) will not exceed 76 hours per fortnight (or, if otherwise agreed in writing, an average of no more than 38 hours per week for a period not exceeding 4 weeks);
- (b) will not exceed 10 hours per day, exclusive of unpaid meal breaks;
- (c) subject to the Broken Shift provisions detailed in clause 23 of the Agreement, will be worked continuously on any day or shift (excluding any unpaid meal break provided for by this Agreement); and
- (d) in the case of a M-F Day Worker, will not be worked on a weekend, or before 6:00 am or after 6:00 pm on any day Monday to Friday.

18.2 Employees, other than a casual Employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Each rostered day off will consist of a continuous period of 24 hours, which where practicable will be from midnight to midnight.

18.3 All full-time and part-time Employees' rosters will provide for any one of the following combinations of days free from rostered work in each fortnight:

- (a) 2 periods comprising 2 days each;
- (b) 3 consecutive days and one stand-alone day; or
- (c) 1 period of 4 consecutive days.

18.4 Any one of the combinations may be amended to enable single days free from rostered work if requested in writing by the Employee.

19 Overtime and Time Off In Lieu

19.1 Overtime is all time worked by an Employee with Estia Health's approval:

- (a) in the case of a casual Employee - in excess of 10 hours in a day, 38 hours per week or 76 hours per fortnight calculated in accordance with the applicable roster cycle;
- (b) for all other Employees, subject to clause [10](#), Ordinary hours of part time Employees, in excess of ordinary hours set out at clause [18.1](#), Arrangement of Ordinary hours.

19.2 Approved overtime worked by a Nursing Employee:

- (a) between midnight Sunday and midnight Saturday (i.e. Monday - Saturday) is payable at time and a half for the first two hours and double time thereafter;
- (b) between midnight Saturday and midnight Sunday (i.e. Sunday) is payable at double time; or
- (c) at any time on a Public Holiday is payable at double time and a half, whichever is the highest applicable rate.

19.3 Approved overtime worked by a Non-Nursing Employee:

- (a) between midnight Sunday and midnight Friday (i.e. Monday - Friday) is payable at time and a half for the first two hours and double time thereafter;
- (b) between midnight Friday and midnight Sunday (i.e. Sunday) is payable at double time; or
- (c) at any time on a Public Holiday is payable at double time and a half, whichever is the highest applicable rate.

19.4 The applicable overtime rate for casual Employees is calculated on the casual hourly rate (being the Base Rate of pay provided for by Schedule 3 plus 25% casual loading).

19.5 Overtime rates are in substitution for and not cumulative upon the shift penalties prescribed in clause 31 (Weekend, Public Holiday and Shift Penalties).

19.6 Rest period after Overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty, or 8 hours by mutual agreement ("**Consecutive Hours Off Duty**") between the work of successive days or shifts, including overtime. Such agreement can be made in writing or by electronic means via the Estia Health time and attendance management system
- (b) An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least the Consecutive Hours Off Duty between those times, will be released after completion of such overtime, until they have had the Consecutive Hours Off Duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instruction of Estia Health, an Employee resumes or continues to work without having had the Consecutive Hours Off Duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had the Consecutive Hours Off Duty without loss of pay for rostered ordinary hours occurring during the absence.

19.7 Rest break during overtime

An Employee working overtime will take a paid rest break of 20 minutes after each four hours

of overtime worked if required to continue to work after the break.

19.8 Time Off in Lieu

- (a) Overtime will be paid in accordance with this clause 19 subject to the time off in lieu provisions set out below.
- (b) By mutual agreement, an Employee may be compensated for overtime worked by way of time off instead of payment at overtime rates on the following basis:
 - (i) an Employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred;
 - (ii) where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three-month period, or upon the termination of the Employee's employment, the Employee is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
 - (iii) if the Employee requests at any time, to be paid for overtime covered by an agreement under this clause 19.8(b) but not taken as time off, the Employer must pay the Employee for the overtime in the next pay period following the request, at the overtime rate applicable to the overtime when worked; and
 - (iv) an Employee cannot be compelled to take time off instead of payment for overtime.

20 Rosters

- 20.1 For each pay period, an Employee's ordinary hours, and daily starting and finishing times are to be published on a roster 14 days but not less than 7 days under exceptional circumstances before the commencement of the period. The roster may be emailed or texted to Employees and/or be made available via any digital/electronic means rather than posting a paper/hard copy.
- 20.2 Despite clause 20.1, Estia Health need not display any roster of the ordinary hours of work of casual or relieving staff, or Care Directors, and this clause 20 (Rosters) does not apply to these Employees.
- 20.3 Prior to publication for a given pay period, a part-time Employee may (but need not) agree to work additional ordinary hours during the period, over and above the Employee's Contract Hours, subject to clause 10 for part-time Non-Nursing Employees.
- 20.4 Once published, an Employee may only change the roster with Estia Health's written approval.
- 20.5 Once published, Estia Health may alter an Employee's rostered ordinary hours:
 - (a) at the Employee's request or by mutual agreement with Estia Health; or
 - (b) in the case of a part-time Employee, where the only change is the mutually agreed addition of extra hours to be worked; or
 - (c) to enable the functions of the Employee's Home Base to be carried out where another Employee is absent from work due personal/ carer's leave, compassionate leave, family and domestic violence leave, or in an emergency.
- 20.6 In circumstances outside those set out at clause 20.5, where Estia Health requires a change of roster, 7 days' notice of the change will be given by Estia Health to the Employee.
- 20.7 Where an alteration to a roster requires an Employee to work on a day that would have been the Employee's day off, the day off instead will be mutually arranged.
- 20.8 Nothing in this clause prevents Estia Health from reasonably requiring an Employee to work

overtime in addition to rostered ordinary hours.

21 Minimum Shift Length

- 21.1 For each continuous period an Employee is required to work, the Employee shall be engaged or paid for a minimum of:
- (a) 2 hours - for casual Employees; or
 - (b) 4 hours - for full-time and part-time Employees.
- 21.2 For the purposes of this clause, a paid or unpaid meal or tea break does not break the continuity of a period of work.
- 21.3 This clause does not apply to periods of work that form part of a Broken Shift. Broken Shifts are dealt with in clause 23 (Broken Shifts).

22 Meal and Tea Breaks

- 22.1 Subject to this clause, for each period of duty in excess of 5 hours, an Employee is entitled to a meal break of between 30 to 60 minutes.
- 22.2 All meal breaks are unpaid unless agreed by Estia Health. For allowances payable in respect of meals breaks, refer to clause 26 (On Call (during meal break)) and clause 38 (Meal Allowance for Overtime).
- 22.3 In addition to meal breaks, an Employee is entitled to take one 10-minute paid tea break for each four hours worked. On shifts of 7.6 hours or longer, the Employee may take either two 10-minute paid tea breaks or Estia Health may agree for the Employee to take one 20-minute tea break in lieu of two 10-minute tea breaks.
- 22.4 Nursing Employees
- Meal breaks and tea breaks are to be taken at mutually agreed times convenient to the Employee and Estia Health provided that Employees are to ensure they do not work more than 5 hours without taking a meal break, unless:
- (a) it is reasonably necessary in an emergency;
 - (b) the Employee is appointed to be "in charge" during the shift pursuant to clause 33 (In Charge), or to remain "on call" during their meal break pursuant to clause 26 (On Call (during meal break)), and it is reasonably necessary to ensure continuity of resident care;
 - (c) where the appointed "in charge" Employee has not been able to take an unpaid break, the "in charge" Employee will be paid their ordinary hourly rate as compensation for the loss of the paid or unpaid break in addition to the In Charge Allowance; or
 - (d) it has been expressly approved or required by the Residential Aged Care Manager or Care Director.

22.5 Non-Nursing Employees

Where an Employee is required by Estia Health to remain available to attend to duty, perform work or is recalled to duty during a meal break ("**Interrupting Work**"), they will be paid overtime for the period so required and all time worked until the meal break (or the balance of the meal break) is taken. Unless authorised otherwise by Estia Health, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work. Whilst the period of Interrupting Work is paid at the overtime penalty rate, it will be regarded and count as ordinary hours.

- 22.6 Subject to clauses 22.4 and 22.5, where an Employee does work for more than 5 hours without a meal break of at least 30 minutes, wherever practicable the Employee shall arrange to instead

take a meal break at the earliest opportunity and before completion of the shift. If the meal break cannot be taken 6 hours after the shift commenced, the Employee will be paid overtime for all time worked until the meal break is taken or the shift ends. Employees are only not to take a break when directed by management and all overtime must be approved by management prior to the overtime being performed.

23 Broken Shifts - Non-Nursing Employees Only

- 23.1 Despite clause 22 (Meal and Tea Breaks), a part-time or casual Employee and Estia Health may mutually agree to work a shift which is broken by an unpaid break exceeding 60 minutes (**a "Broken Shift"**) provided that:
- (a) the cumulative total of all unpaid breaks taken during the broken shift does not exceed 4 hours;
 - (b) a minimum of two hours will be paid for each continuous period of work performed during the broken shift; and
 - (c) the span over which ordinary hours are worked is not more than 12 hours calculated from commencement of the broken shift.
- 23.2 Clause 31 (Weekend, Public Holiday 8: Shift Penalties) applies to Broken Shifts on the basis that each continuous period of ordinary hours worked after a unpaid break exceeding an hour's duration shall be treated as though it were a separate shift, except in circumstances where overtime is payable for work of more than 10 hours in a day, in which case only overtime is payable.

24 Rest breaks between shifts

Employees will be entitled to an unpaid rest break of no less than 10 hours between shifts, or 8 hours by mutual agreement including between rostered Broken Shifts on consecutive days for Non-Nursing staff. Such agreement can be made in writing or by electronic means via the time and attendance system.

25 On Call and Call Backs (between shifts)

- 25.1 As Estia Health operates 24-hour, 7 day a week residential care for its residents, Employees recognise that from time to time it may be reasonable for Estia Health to require them to attend work outside rostered hours upon short notice (for example, in the case of resident emergency and/or staff absences). However, Estia Health will not unreasonably require an Employee to attend work outside their usual or rostered working times, as the case may be.
- 25.2 To help Estia Health minimise the need to call in staff on short notice unexpectedly, Estia Health may agree with or reasonably require an Employee to be "on call" during a period when the Employee is otherwise not rostered or expected to work. Where an Employee is on call pursuant to this clause, then:
- (a) during the on-call period, the Employee is to remain contactable at all times, and ready and available to attend work within no more than 1 hour after being called in;
 - (b) for being on call, Estia Health will pay the Employee an allowance at the rate set out in [Schedule 4 - Allowance Rates](#);
 - (c) if Estia Health calls the Employee in, where they have been previously notified that they are on call or in circumstances where they have been specifically called back in without being on call the Employee will be paid at overtime rates for all hours actually worked during the on-call period (with a minimum payment of 4 hours in accordance with clause above). For clarity, in such circumstances Employees would be paid overtime for such hours worked until they then had a 10-hour rest break (or 8 hours by mutual agreement);

and

- (d) if an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be reimbursed for the cost of such transport.

25.3 An Employee who is required to perform work by Estia Health via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

25.4 To help Estia Health identify whether it is reasonable to require an Employee to be on call, or otherwise attend work on short notice, Employees may notify Estia Health that they are unavailable for extra shifts and/or call backs at specific times (e.g. because of child care responsibilities, prior engagements, etc). Notification is to be made using the time and attendance system or, if this is not reasonably practicable, in writing to the Employee's manager.

25.5 This clause does not apply to Employees who are on call during a meal break.

26 On Call (during meal break) - Nursing Employees Only

Estia Health may agree with or reasonably require a Nursing Employee to be "on call" during a meal break. Where a Nursing Employee is on call pursuant to this clause, then:

- (a) during the meal break, the Employee is to remain on site at the workplace and contactable at all times, and ready and available to respond to resident needs as and when they arise;
- (b) for being on call during the meal break, Estia Health will pay the Employee an allowance at the rate set out in [Schedule 4 - Allowance Rates](#); and
- (c) if the Employee is actually required to respond to resident needs during their break, they will be allowed to complete their break after attending to those resident needs (and will be permitted such extra time off without loss of pay as is required to allow them to have 30 minutes off work in total). The allowance payable under this clause is intended to fully compensate the Employee for the requirement to be on call during their break.

27 Timekeeping and attendance records

27.1 Employees are to log in and out of the roster/ time attendance system (however so called) on each day they work. Timekeeping and attendance records are in accordance with Estia Health approved time so work (or other approved leave) by the Employee as per the provisions of this Agreement.

27.2 For each pay period, Employees are to review all timesheets and inform their supervisor of any errors. Where an Employee has identified a time and attendance error (including a payment error) and notified their supervisor of such in writing, Estia Health will respond to the Employee in writing and correct any identified payment error.

Part 4 - Hourly Rates of Pay, Penalties & Loadings

28 Pay rates and casual loading

28.1 All hours worked by an Employee in accordance with this Agreement are payable at the appropriate ordinary hourly rates ("Base Rates") set out in [Schedule 3 - Base Rates of Pay](#) except where this Agreement specifies that overtime rates are payable instead, or that a penalty, loading or allowance applies in addition.

28.2 The pay rates and allowances set out in [Schedule 3](#) and [Schedule 4](#) of this Agreement will

apply to all Employees engaged by Estia Health on and from the operative date of this Agreement as determined by the FWC.

28.3 Casual Employees are entitled to a loading of 25% of the appropriate Base Rate for all ordinary hours worked, in addition to any other penalty or loading applying to those hours. The Agreement sets out specific payment arrangements for casuals with regard to overtime penalties (refer clause [19.4](#)), shift penalties (refer clause [31.2\(b\)\(i\)](#)) and weekend and public holiday penalties (refer clause [31.2\(b\)\(ii\)](#)).

28.4 Above Agreement Payments

(a) Nothing in this Agreement compels Estia Health to increase the remuneration of an Employee who is already paid above the minimum rates and/or allowances prescribed by this Agreement.

(b) An Employee who is:
(i) paid a Base Rate of pay that is higher than the applicable minimum wage rate prescribed by this Agreement; or
(ii) assigned a pay point which has a corresponding lower wage rate,

shall not have their ordinary rate of pay reduced as a result of the implementation of this Agreement.

29 Aged Care Work Value Case

(a) The Parties covered by this Agreement acknowledge the decisions made by the FWC to vary modern awards to increase the minimum wages of aged care sector workers (AM2020/99, AM2021/63, AM2021/65) (the Work Value Applications).

(b) Where a percentage increase to wages in [Schedule 3](#) is applicable under this clause, Employees will be entitled to the greater of:

(i) the Estia Health Base Rates with the applicable [Schedule 3](#) increase applied; or
(ii) the Work Value Case Rates.

(c) Should the "Stage Three Decision" in the Work Vale case regarding Matter AM2021/63 result in Estia Health receiving net additional, Work-value case specific Government funding towards increasing the Base Rate of or a group of Employees covered by this Agreement, Estia Health will pass on that funding by way of wage increases to the Estia Health Rates (not the Work Value Case Rates) applicable directly to those Employees, or group of Employees for which the additional funding has been granted subject to any obligations for payment which may be made by Government as a condition of receiving the additional funding.

30 Exempt provisions for Care Directors

30.1 The following provisions of this Agreement do not apply to Care Directors:

- (a) [clause 15](#) (relating to higher duties);
- (b) sub-clauses [25.2\(b\)](#) and [26.1\(b\)](#) (relating to work during meal breaks and on call allowances);
- (c) clause 31 (Shift Penalties only);
- (d) clause 19 (Overtime rates); and
- (e) [Part 5](#) (Allowances).

31 Weekend, Public Holiday & Shift Penalties

31.1 Where more than one penalty in this clause 31 (Weekend, Public Holiday & Shift Penalties) could apply to the same time worked, only the highest applicable penalty is payable.

31.2 For the purpose of clarity in regard to clause 31.1 above, the penalties in this clause:

- (a) only apply to ordinary hours actually worked, not overtime hours, periods of leave or periods of absence because of a Public Holiday, RDO, ADO; and
- (b) apply in addition to the Employee's Base Rate and, for casual Employees, apply in addition to the casual loading in sub-clause 28, Pay rates and Casual Loading.

31.3 Shift Penalties

Employees working morning, afternoon or night shift will be paid the following percentages in addition to the Base Rate for such shift provided that Employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commences prior to 6:00am or finishes subsequent to 6:00pm.

- (a) **Early Start Penalty:** For all ordinary hours worked on any shift commencing at or after 4:00 am but before 6:00 am, Employees are entitled to a loading of 10% of their Base Rate.
- (b) **Late Morning Penalty:** For all ordinary hours worked on any shift commencing at or after 10:00 am but before midday, Employees are entitled to a loading of 10% of their Base Rate.
- (c) **Afternoon Penalty:** For all ordinary hours worked on any shift commencing at or after midday but before 4:00 pm, Employees are entitled to a loading of 12.5% of their Base Rate.
- (d) **Evening Penalty:** For all ordinary hours worked on any shift commencing at or after 4:00pm but before 4:00 am, Employees are entitled to a loading of 15% of their Base Rate.
- (e) **Saturday Penalty:** For all ordinary hours worked on Saturday (ie, between midnight Friday and midnight Saturday), Employees are entitled to a loading of 50% of their Base Rate.
- (f) **Sunday Penalty:** For all ordinary hours worked on Sunday (ie, between midnight Saturday and midnight Sunday), Employees are entitled to a loading of 75% of their Base Rate.

31.4 **Public Holiday Penalty:** For all ordinary hours worked on a Public Holiday.

- (a) Nursing Employees are entitled to a loading of 100% in addition to their Base Rate. Alternatively, if the Nursing Employee elects, the Employee will be paid ordinary time for all time worked and have one ordinary working day added as additional leave.
- (b) Non-Nursing Employees are entitled to a loading of 150% in addition to their Base Rate.

31.5 See also clause 59 (Public Holidays) relating to other entitlements associated with Public Holidays.

Part 5 - Allowances

32 On Call Allowances

On call allowances are set out in [Schedule 4 – Allowance Rates](#).

33 In Charge and leading hand Allowance

- 33.1 A Registered Nurse who is designated by Estia Health on the roster to be "in-charge" during a given shift will, in addition to their usual duties, be responsible during the shift for ensuring an appropriate level of care is provided by Estia Health's staff to a particular group of residents.
- 33.2 For an "in charge" shift, a Registered Nurse will be entitled to the appropriate allowance specified in [Schedule 4 - Allowance Rates](#), determined by the number of residents for whose care the Registered Nurse is designated in charge.
- 33.3 A leading hand is a Non-Nursing Employee who is placed in charge of not less than two other Employees of a substantially similar classification but does not include any Employee whose classification denotes supervisory responsibility.
- 33.4 A leading hand will be paid an hourly allowance specified in [Schedule 4 - Allowance Rates](#).

34 Medication Shift Allowance (Nursing Assistants only)

- 34.1 Nursing Assistants who are not expressly appointed to medication shifts will not be responsible for assisting Registered Nurses with the administration of medications to residents.
- 34.2 Employees will not be eligible for appointment to medication shifts on the roster unless Estia Health is satisfied they are competent to perform the duties required.
- 34.3 Where a Nursing Assistant is appointed on the roster and required by Estia Health to assist RNs with the administration of medications on a particular shift, the Employee is entitled to the appropriate allowance specified in [Schedule 4 - Allowance Rates](#) for ordinary hours worked during the shift.

35 Uniform and laundry allowances

- 35.1 Employees required by Estia Health to wear uniforms will be supplied with an adequate number of uniforms (shirts) appropriate to the occupation, in serviceable condition, free of cost to Employees. Such items are to remain the property of Estia Health and be laundered and maintained by Estia Health free of cost to the Employee.
- 35.2 Upon request by an Employee, Estia Health will replace as soon as practicable and free of charge any items of uniform issued to the Employee that are no longer in serviceable condition as a consequence of ordinary wear and tear, or accidental damage. Alternatively, Estia Health may permit an Employee to wear a suitable item of non-uniform instead of the uniform item.
- 35.3 Instead of the provision of such uniforms, Estia Health may pay such Employee a uniform allowance at the rate specified in [Schedule 4 - Allowance Rates](#) for a maximum 38 hours per week.
- 35.4 Instead of laundering and maintaining such uniforms, Estia Health may pay such Employee a laundry allowance at the rate specified in [Schedule 4 - Allowance Rates](#) for a maximum 38 hours per week.
- 35.5 The uniform allowance will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.
- 35.6 The laundry allowance is not payable during absences on paid or unpaid leave.
- 35.7 Where Estia Health requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, Estia Health will reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by Estia Health.

36 Tool Allowance (Chefs and Cooks)

A tool allowance as set out in [Schedule 4 - Allowance Rates](#) for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by Estia Health.

37 Motor Vehicle Allowance

An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance as set out in [Schedule 4 - Allowance Rates](#) per kilometre.

38 Meal Allowance for Overtime

Where an Employee is required to work more than one hour of overtime after their rostered finishing time, Estia Health will either supply the Employee with a meal, or pay the Employee an allowance as set out in [Schedule 4 - Allowance Rates](#), provided that where such overtime work exceeds four hours the further meal allowance set out in [Schedule 4 - Allowance Rates](#) will be paid.

39 Nauseous Linen Allowance - Non nursing classifications only

Where a Non-Nursing Employee is engaged in handling linen of a nauseous nature other than linen sealed in air tight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such an Employee in such classification, they will be paid an allowance as set out in [Schedule 4 - Allowance Rates](#).

40 Nursing Assistant Study Allowance

40.1 Where a Nursing Assistant has completed at least one (1) year's study and is actively enrolled in a course that, if successfully completed, will allow registration with AHPRA as a Registered Nurse, they will be paid an allowance as set out in [Schedule 4 – Allowance Rates](#).

40.2 A Nursing Assistant receiving the Nursing Assistant Study Allowance must provide evidence to their Residential Aged Care Manager at the beginning of each academic year of their continuing enrolment in order to continue to receive the allowance

41 Continuing Education Allowance (Registered and Enrolled Nurses only)

A Registered Nurse or Enrolled Nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause below:

- (a) The qualification must be accepted by Estia Health to be directly relevant to the competency and skills used by the Employee in the duties of the position.
- (b) The allowance is not payable to Care Directors unless it can be demonstrated to the satisfaction of Estia Health that more than fifty per cent of the Employee's time is spent doing clinical work.
- (c) The allowance is not payable to Clinical Nurse Consultant or Clinical Care Coordinator.
- (d) A Registered Nurse or Enrolled Nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (e) The Employee claiming entitlement to a continuing education allowance must provide evidence to Estia Health that they hold that qualification.
- (f) A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by Estia Health as being directly relevant to the competency and skills used by the Registered Nurse in carrying out the

duties of the position shall be paid the hourly amount set out in [Schedule 4 - Allowance Rates](#).

- (g) A Registered Nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by Estia Health as being directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the hourly allowance in set out in [Schedule 4 - Allowance Rates](#).
- (h) A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by Estia Health as being directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the hourly allowance set out in [Schedule 4 - Allowance Rates](#).
- (i) An Enrolled Nurse who holds a relevant Certificate IV qualification in a clinical field (not including a Certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by Estia Health as being directly relevant to the competency and skills used by the Enrolled Nurse in carrying out the duties of the position shall be paid the hourly allowance set out in [Schedule 4 - Allowance Rates](#).
- (j) The allowances set out in sub-clauses 41 (f), (g), (h) and (i) are not included in the Employee's Base Rate and do not constitute part of the all-purpose rate.
- (k) Payment of the applicable allowance shall be from the first pay period on or after evidence of the relevant qualification is submitted to Estia Health (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.
- (l) A Registered Nurse or Enrolled Nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

Part 6 - Other pay, remuneration and reimbursement provisions

42 Work related expenses

- 42.1 Subject to prior approval by Estia Health, expenses reasonably incurred by Employees in the proper performance of their duties (and which are not provided for in [Part 5 -Allowances](#)) will be reimbursed by Estia Health, provided the Employee provides satisfactory evidence of the amount and reason for the expense within 3 months after it has been incurred. For goods and services attracting GST, satisfactory evidence shall be a compliant tax receipt for the expense.
- 42.2 Without limiting clause 42.1, when an Employee is involved in travelling on duty, if Estia Health cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Estia Health (other than expenses that exceed those for any mode of transport, meals or the standard of accommodation agreed with Estia Health for this purpose).
- 42.3 Where an Employee has completed at least 5 years continuous service with Estia Health, Estia Health will pay or reimburse the Employee for the cost of any further police checks that that are required to be eligible for continuing employment with Estia Health.

43 Payment of wages

- 43.1 Wages must be paid fortnightly in arrears unless otherwise mutually agreed up to a monthly maximum period.
- 43.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by Estia Health, into the bank or financial institution account nominated by the Employee in writing.

- 43.3 Estia Health will not be held liable for any event outside its control which causes delay between processing of wages and the time those wages are received by the Employee.
- 43.4 Estia Health will issue a pay slip for each pay period that is compliant with the Act and, in addition, shows the Employee's accrued annual leave balance, ADOs and Time Off In Lieu as at the end of the pay period to which it relates. Where an Employee has completed 10 years of service, the pay slip will also show the Employee's accrued long service leave balance as at the end of the pay period to which it relates.

44 Pay Queries

- 44.1 Where an Employee believes they have been underpaid all or part of their pay on any occasion, they are to raise the matter immediately in writing with their supervisor in accordance with clause 27 (Timekeeping and attendance records).
- 44.2 Subject to the express arrangements set out at clause 27, Estia Health will rectify any verified error relating to the previous pay cycle as soon as practicable but within 2 weeks of resolution of the issue.

45 Overpayment of Wages

- 45.1 Where an Employee believes they have been overpaid on any occasion, they are to raise the matter immediately with their supervisor.
- 45.2 Verified overpayments are repayable to Estia Health, provided that Estia Health will review and verify the extent of any overpayment as soon as practicable after notification, and then discuss with the Employee the options available to rectify the error. It is the expectation of Estia Health that such overpayments are to be repaid in a reasonable timeframe but without causing the Employee real financial hardship.
- 45.3 Following discussion with the affected Employee:
- (a) Estia Health may require the Employee to repay the overpayment, in accordance with and subject to any agreed written repayment plan;
 - (b) the Employee may authorise Estia Health in writing to deduct some or all of the overpayment liability from wages otherwise due to the Employee; or
 - (c) subject to the written agreement of the Employee, the amount of the overpayment may be offset against and applied to satisfy an equivalent amount of future pre-tax earnings (e.g. penalty rates or allowances) to which the Employee would otherwise become entitled to under this Agreement.
- 45.4 For clarity subclauses 45.3(b) and 45.3(c) apply to the extent permissible by law and subject to such written authorisation or confirmation as may be required.

46 Superannuation

- 46.1 Estia Health will pay compulsory superannuation contributions to Employees, in accordance with and subject to superannuation guarantee legislation.
- 46.2 Voluntary superannuation contributions may be made from either pre-tax or after-tax remuneration in accordance with the Salary Sacrifice clause below.
- 46.3 For the purposes of superannuation payments, Employees may nominate a complying superannuation fund that offers a MySuper product. In the absence of a complying nomination, Estia Health will direct superannuation payments to its default fund, being HESTA (ABN: 64 971 749 321) which contains a MySuper product, or such other fund as required by superannuation laws) for example, in relation to stapled funds).

47 Salary sacrifice

- 47.1 Subject to compliance with applicable taxation laws and a written agreement in accordance with subclause 47.2, an Employee may agree with Estia Health to:
- (a) sacrifice pre-tax entitlements under this Agreement in return for additional superannuation contributions; and/ or
 - (b) direct after-tax payments under this Agreement to a superannuation fund to supplement Estia Health's superannuation contributions.
- 47.2 An agreement to sacrifice salary to superannuation must be in writing, signed by the Residential Aged Care Manager or their nominee from time to time on behalf of Estia Health and will be subject to the conditions set out in the agreement.
- 47.3 Unless otherwise agreed by Estia Health, an Employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.
- 47.4 For abundant clarity, nothing in this Agreement extinguishes or amends any existing salary sacrifice agreement between an individual Employee and Estia Health.

Part 7 - Leave and Public Holidays

48 Summary of Leave Entitlements

This clause provides a summary of the leave amounts provided by legislation, or by this Agreement. More information about leave entitlements is set out in the following clauses in this **Part 7 - Leave and Public Holidays**.

Type	Paid/ Unpaid	Amount	Casuals eligible?
Aboriginal and Torres Strait Islander Ceremonial leave	Unpaid	Up to 10 days per year	Yes (unpaid)
Annual Leave (Non-Nursing Employees, other than Nursing Assistants)	Paid	4 weeks per year of service 5 weeks per year of service for 24/7 Roster Workers	No
Annual Leave (Nursing Employees and Nursing Assistants)	Paid	5 weeks per year of service 6 weeks per year of service for 24/7 Roster Workers	No
Compassionate leave	Paid	Up to 2 days per occasion Where an Employee's spouse or De facto Partner dies, the Employee, in lieu of the entitlement set out clause 51.3 , is entitled to 10 days' Compassionate leave	Yes (unpaid)
Family and domestic violence leave	Paid	Up to 10 days paid per year	Yes (10 days paid as per roster)
Jury Service Leave	Paid	Up to 10 days per occasion	Yes (unpaid)
Long Service Leave	Paid	8.6667 weeks' per 10 years of service	Yes - if continuous service
Other Community Service Leave (including extra jury service leave)	Unpaid	A reasonable period – subject to the provisions in the Act	Yes (unpaid)
Other reasonable or unavoidable absence, - natural disaster leave	Paid	Up to 5 days per year	Yes (unpaid)
Other / special leave	Paid or Unpaid	By approval	Yes - by approval (unpaid)
Parental Leave	Paid	6 weeks for primary carers who meet the eligibility criteria. 1 week Partner leave	No

Parental leave (NES)	Unpaid	Up to 12 months for a parent responsible for the child's care, can be extended up to 24 months following a written request	Yes (unpaid) - if a long term casual
Parental Leave (Return to Work Supplement)	Paid	Return to work benefit – 2 days per week for 10 weeks, or pay equivalent	No
Personal / carer's leave	Paid	10 days per year of service (pro-rata for part-time Employees)	No
Representative's leave	Paid	Up to 8 days per representative for initial training and then up to 8 days per home per calendar year	Yes if rostered during that period
Study leave	Paid	Up to 3 days paid with approval, and as reasonably required to complete CPD	Yes (unpaid)
Unpaid Carer's leave (if the Employee cannot take paid Personal / carer's leave)	Unpaid	Up to 2 days per occasion (Additional amount if accrual is exhausted)	Yes (unpaid)

49 Annual Leave

49.1 This clause does not apply to casual Employees.

49.2 Annual leave is provided for in the NES.

For M-F Day workers:

- (a) All Non-Nursing Employees other than Nursing Assistants are entitled to four weeks' annual leave in accordance with the Act.
- (b) All Nursing Employees and Nursing Assistants are entitled to five weeks' annual leave under the same terms and conditions as under the NES.

49.3 Additional Annual Leave for 24/7 Roster Workers:

- (a) In addition to the annual leave set out at clause 49.2, a 24/7 Roster Worker (as defined herein) is entitled to an additional week of annual leave. A 24/7 Roster Worker is defined, for the purposes of the NES and this clause, as an Employee who:
 - (i) is regularly rostered to work their ordinary hours outside the ordinary hours of work as prescribed for a M-F Day Worker as defined in [Schedule 1 – Dictionary](#); and/ or an Employee who works for more than four ordinary hours on 10 or more weekends. Weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week; or
 - (ii) in the case of Nursing Employees and Nursing Assistants only, an Employee who is regularly rostered to work over seven days of the week; and regularly works on weekends.
- (b) For clarity, a Nursing Employee and Nursing Assistant will be entitled to the additional week of annual leave prescribed in subclause (a), in circumstances where the Employee satisfies either subclause (a)(i) or (a)(ii) of this clause.

- 49.4 Paid annual leave may be taken for a period agreed between the Employee and Estia Health. Estia Health will not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Requests for annual leave should be submitted as early as practicable for consideration. Estia Health may, at its discretion, approve the taking of annual leave in advance of its accrual.
- 49.5 Direction to take Annual Leave
- (a) Notwithstanding the provisions of clause 49.4, Estia Health may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than:
- (i) Non-Nursing Employees: 8 weeks paid annual leave (10 weeks in the case of 24/7 Roster workers as defined in this clause);
 - (ii) Nursing Employees: 10 weeks paid annual leave (12 weeks in the case of 24/7 Roster Workers as defined in this clause);
- such Employee has accrued excessive annual leave (**Excessive Leave**).
- (b) Prior to Estia Health issuing a direction for an Employee to take a period of annual leave in accordance with subclause (c), where an Employee has accrued Excessive Leave, Estia Health will engage in discussions with the Employee to:
- (i) schedule leave within an agreed upon time; or
 - (ii) cash out an agreed portion of the Employee's leave entitlement (subject to clause 50 and the Act).
- (c) If an agreement cannot be reached in accordance with clause 49.4 , Estia Health may require the Employee to take such leave at a time directed by Estia Health. The direction to take such leave will be provided by Estia Health to the Employee in writing, provided that any such direction by Estia Health for an Employee to take a period of annual leave must:
- (i) not occur until Estia Health has afforded the Employee a reasonable opportunity to submit a leave plan to reduce their annual leave balance. Estia Health will not unreasonably refuse to agree to a leave reduction plan which includes for example saving leave for an extended holiday within 12 months of the date of agreement;
 - (ii) relate to a minimum period of leave of one week;
 - (iii) provide at least 8 weeks' notice; and
- (d) ensure the Employee maintains at least 6 weeks' annual leave, unless agreed otherwise by the Employee.
- 49.6 In addition to the Employee's Base Rate, for all annual leave taken (including payment in lieu upon termination of employment, or when accrued annual leave is cashed out):
- (a) M-F Day Workers will be entitled to a loading of 17.5% of the applicable Base Rate; or
 - (b) 24/7 Roster Workers will be entitled to a loading equal to the greater of:
 - (i) 17.5% of the applicable Base Rate; or
 - (ii) the weekend and shift penalties that the Employee would have received in accordance with their Master Roster had they not been on annual leave during the relevant period.

50 Cashing out annual leave

- 50.1 Accrued annual leave may be cashed out, subject to the conditions in this clause.
- 50.2 Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks.
- 50.3 Each cashing out of a particular amount of paid annual leave is subject to approval by Estia Health and must be by a separate agreement in writing between the Employee and Estia Health.
- 50.4 The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

51 Personal/Carer's and Compassionate Leave

- 51.1 Employees are entitled to personal/carers and compassionate leave in accordance with the provisions of the NES.
- 51.2 Employees are entitled to 10 days paid personal/carers leave per annum (or pro rata for part-time Employees) which accrues progressively during a year of service, according to the Employee's ordinary hours of work and accumulates from year to year.
- 51.3 An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when:
 - (a) a member of the Employee's immediate family, or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) sustains a personal injury that poses a threat to his or her life; or
 - (iii) dies.
 - (b) A child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive.
 - (c) The Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- 51.4 Where an Employee's spouse or de facto partner dies, the Employee, in lieu of the entitlement set out in clause 51.3, is entitled to 10 days' compassionate leave.
- 51.5 The compassionate leave entitlement for Employees (excluding casual Employees) is paid at the Base Rate.
- 51.6 Casual Employees have no entitlement to paid personal/carers leave. A casual Employee is entitled to:
 - (a) compassionate leave in accordance with the above. The entitlement for casuals is unpaid; and
 - (b) unpaid carer's leave in accordance with the NES.
- 51.7 Estia Health may (but need not) require evidence (written or otherwise) that would satisfy a reasonable person confirming an Employee's eligibility to take paid or unpaid personal/carers leave, or compassionate leave within a reasonable time after being notified of an Employee's absence, wherever:
 - (a) the absence is for 2 or more consecutive days, or occurs on or immediately before or after a Public Holiday, RDO, ADO or a day upon which the Employee was due to take pre-approved leave (such as annual leave);

- (b) the Employee has already taken at least 5 days of personal/carer's leave during the preceding 12 months; or
- (c) at any other time when Estia Health holds a reasonable suspicion that the Employee does not have a valid reason to take the leave Estia Health may require written evidence.

51.8 For the purposes of this clause, the written evidence shall be either:

- (a) a medical certificate issued by a medical practitioner, confirming that the Employee is not fit for their usual duties during the period;
- (b) in the case of carer's leave or compassionate leave, or if it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration executed by the Employee confirming and detailing the grounds upon which they have (or had) a valid reason to take the leave; or
- (c) if it is not possible to provide a medical certificate, any other written evidence that would satisfy a reasonable person, which may include a statutory declaration.

51.9 Any leave which has already been taken but for which evidence required pursuant to this clause has not been provided will be processed as unpaid leave.

52 Other reasonable or unavoidable absences

52.1 Estia Health will approve an Employee's paid absence from work whenever it would not be reasonable to expect an Employee to attend work because of an unexpected natural disaster, storm or significant emergency affecting their property, Immediate Family or means of transport to or from work.

52.2 An Employee seeking approval for leave pursuant to this clause should make the request as soon as reasonably practicable (which may be at a time after the absence has commenced). The request may either be made to the Employee's direct manager, to the manager's manager, or directly to any member of Estia Health's People and Culture team. Before approving the absence, Estia Health may require evidence that would satisfy a reasonable person of the circumstances giving rise to the request. For the avoidance of doubt, such evidence does not include a statutory declaration.

52.3 Estia Health will not unreasonably refuse a request to pay an Employee for up to 3 days' absence per calendar year (unpaid for casual Employees) which does not accumulate from year to year,

53. Family and Domestic Violence Leave

53.1 Estia Health recognises that domestic violence is a serious issue in our community and may affect Employee attendance and/or performance at work. Estia Health seeks to develop a supportive workplace for Employees who are victims of family violence.

53.2 For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by an Immediate Family member of the Employee, a person who is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules, a member of the Employee's household or a current or former intimate partner of an Employee that:

- (a) Seeks to coerce or control the person; or
- (b) Causes the person harm or to be fearful.

53.3 Leave

If a permanent Employee is directly experiencing family and domestic violence, they will have

access to 10 days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family and domestic violence. Such leave is also available to casual Employees on a paid basis based on the hours they were rostered to work for the period of leave in question.

These ten (10) days are in addition to other paid leave entitlements detailed in this Agreement, are inclusive of any other legislative entitlement to family and domestic leave (paid or unpaid) and are paid at the Employee's full rate of pay for the hours they would have worked on that day.

- 53.4 If required by Estia Health, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by the police service, a court, a doctor, a family violence support service, or a lawyer.
- 53.5 Estia Health, where appropriate, may facilitate flexible working arrangements subject to operational requirements including but not limited to, amendments to working hours, work location and contact information. Where flexible working arrangements are provided allowing the Employee to continue working, payment under this clause will not apply.
- 53.6 An affected Employee may request additional unpaid leave in order to deal with matters related to family and domestic violence. Approval of such request will not be unreasonably withheld.
- 53.7 Estia Health will take all reasonable measures to ensure that any personal information provided by the Employee concerning their experience of family and domestic violence is kept confidential.
- 53.8 Contact Person
- (a) Estia Health will nominate a contact person to provide support for Employees experiencing family and domestic violence and notify Employees of the name of the nominated contact person. The nominated contact person will be trained in relation to family and domestic violence and privacy issues relevant to the workplace
 - (b) An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, Health and Safety Representatives or their union delegate/representative.
- 53.9 Individual Support
- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, Estia Health will consider requests for changes to their working conditions and arrangements when received from an Employee experiencing family and domestic violence.
 - (b) An Employee who is experiencing family violence will also be entitled to access personal/carer's leave if time off work is required to:
 - (i) attend medical or legal appointments;
 - (ii) attend court;
 - (iii) attend counselling;
 - (iv) move to a new house / accommodation; or
 - (v) for other purposes aimed at preventing family violence.

54 Long service leave

54.1 Long service leave shall be in accordance with and subject to the *Industrial Relations Act 2016* (Qld) as amended or replaced.

54.2 Pro-Rata Long Service Leave after 7 years' service

- (a) An Employee who has 7 or more years, but less than 10 years, continuous service with Estia Health will be entitled to a proportionate amount of long service leave in accordance with this clause.
- (b) The proportionate amount of long service leave will be calculated on the basis of:
 - (i) 10 years' continuous service provides 8.6667 weeks long service; and
 - (ii) calculation of payment for pro-rated long service leave shall be in the same manner as the *Industrial Relations Act 2016* (Qld).
- (c) An Employee who has completed at least 7 years continuous service is entitled to a proportionate payment for long service leave on the termination of the Employee's service except when the Employee was either dismissed by Estia Health for misconduct or resigns while under active investigation for misconduct.

54.3 Cashing out Long Service Leave

- (a) In accordance with section 110 of the *Industrial Relations Act 2016* (Qld), Estia Health and an Employee may agree in writing to the cashing out of all or part of the amount of long service leave owed to the Employee on a case-by-case basis.
- (b) Estia Health encourages Employees to take long service leave to enjoy rest and recreation away from the workplace rather than cash out the entitlement. However, Estia Health understands that there are sometimes special circumstances that may assist the Employee in agreeing to a request to cash out long service leave. To this end, Estia Health may:
 - (i) refuse any request to cash out long service leave; and/or
 - (ii) set a maximum amount of accrued long service leave that may be cashed out.
- (c) Each cashing out of a particular amount of long service leave must be the subject of a separate agreement under this clause 54.3.
- (d) An agreement under this clause 54.3 must state:
 - (i) the amount of long service leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under this clause 54.3 must be signed by the Employee and approved by an authorised manager of Estia Health.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the long service leave at the time the payment is made.
- (g) Estia Health must keep a copy of any agreement under this clause 54.3 as an Employee record.

55 Aboriginal and Torres Strait Islander ceremonial leave

With Estia Health's approval in advance, an Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, will be entitled to up to ten working days unpaid leave in any one year.

56 Study / Professional Development Leave

In addition to the Mandatory Training or CPD described in clause [16](#) Learning and Development, where an Employee is undertaking (or wishes to undertake) independent studies relevant to their work, they may apply for up to 3 days paid leave (pro rata for part time Employees) to attend courses, conferences or examinations, clinical placements or practical training, or complete assignments or required study. Approval will be at Estia Health's discretion, taking into account factors including:

- (a) the relevance of the studies to Estia Health's business and the Employee's work; and
- (b) the period of notice between receiving the request and the intended date of the leave.

57 Union Representative's Leave

57.1 With Estia Health's approval:

- (a) a union representative; or
- (b) another Employee who has been validly appointed as an Employee bargaining representative for a current or future enterprise bargaining process;

will be released from work to attend activities (e.g. training or meetings) directed to the enhancement of a more productive, aware, cooperative and harmonious workplace environment.

57.2 Approval to take leave in accordance with sub-clause 57.1 is subject to the following:

- (a) at least 2 weeks' notice must be provided in advance;
- (b) other than initial representative training for which 8 days per representative will be available, a maximum of 8 days leave is available in each Estia Health Home per calendar year for all unions representatives;
- (c) upon request, a union representative is to provide a letter from their union confirming their status as member of the union;
- (d) Estia Health shall not unreasonably refuse a request for leave under this clause; and
- (e) upon request, the union will provide Estia Health with an email explaining what the nature and purpose of the leave requested for the union representative leave is.

57.3 In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one representative per 50 eligible employees. Eligible members means members and persons eligible to be members of the representative's organisation who are employed by Estia Health. Representative's organisation means the Union in accordance with the rules of which the workplace representative was appointed or elected.

58 Special/Other Leave

All other leave, shall be as provided in clause [48](#), Summary of Leave entitlements, and where not mentioned herein shall be granted in accordance with and subject to the NES, or otherwise subject to approval at Estia Health's discretion.

59 Public Holidays

59.1 M-F Day Workers are entitled to be absent from work on a Public Holiday without loss of pay, subject to 59.2.

59.2 Subject to the Act, the Parties acknowledge that the nature of Estia Health's business means:

- (a) it is reasonable for Estia Health to request or roster Employees to work on Public

Holidays; and

- (b) it will not usually be reasonable for an Employee to refuse to work on a Public Holiday unless Estia Health has agreed with the Employee in writing that the Employee shall not be required to work on Public Holidays or particular Public Holidays.

59.3 Employees may request not to work on a Public Holiday if they have a valid reason and provide reasonable notice. In considering any such request, Estia Health may require evidence of the reason.

59.4 Payment for work performed on Public Holidays shall be in accordance with [Part 4 - Hourly Rates of Pay, Penalties & Loadings](#).

59.5 A full-time Employee whose rostered day off falls on a Public Holiday shall be paid a penalty in respect of the Public Holiday equal to the Employee's Base Rate for 7.6 ordinary hours of work.

59.6 A part-time Employee who is rostered off on a Public Holiday they would ordinarily work will be paid the Base Rate for their ordinary Contract Hours for that day.

60 Parental leave, including return to work supplement

60.1 The provisions of the NES apply in relation to parental leave.

60.2 Paid Parental Leave

- (a) An Employee who meets the eligibility to access parental leave under the NES and who will be the primary carer of a child (whether birth-related or adoption) will be entitled to access six (6) weeks paid Parental Leave. The paid Parental Leave must commence at the start of the Employee's period of parental leave and will be paid at the Base Rate according to the Employee's Contract ordinary hours at the time the leave is taken.

- (b) Paid Partner leave of one (1) week will be payable to the:

- (i) father; or
- (ii) partner of the birth mother; or
- (iii) partner of the initial primary carer of an adopted child.

- (c) Partner includes spouse and De facto partner but does not include former spouse or former De facto Partners.

60.3 An Employee who has taken their period of paid Parental Leave under this clause, must return to work from such leave for a minimum continuous period of 8 months before they will be entitled to a further period of paid Parental Leave.

60.4 Where a permanent Employee is taking unpaid parental leave pursuant to the NES, Estia Health shall allow the Employee to work agreed "keeping in touch" shifts (subject to availability) during the parental leave period, on the following basis:

- (a) any shifts worked will count as service, will be paid for at the appropriate hourly rates (including any shift penalties, allowances and/or applicable overtime) and will accrue leave;
- (b) agreeing to work such shifts shall not change the Employee's pre-parental leave employment status or the effect of the return to work guarantee in the Act (e.g., if the Employee was full time before taking parental leave, the return to work guarantee remains based on that full time status); and
- (c) any shifts worked will neither break the continuity of the parental leave period nor extend the parental leave period.

60.5 Return to Work Supplement

Where a permanent Employee has taken a period of unpaid parental leave of at least 6 months, during which they were the primary care giver for the child, upon ending the parental leave and returning to work with regular hours of at least 15 hours per week, Estia Health will provide the Employee with 15 hours of paid leave per week for a period of 10 weeks. For clarity, the paid leave:

- (a) Is not pro-rated for part-time Employees; and
- (b) will be considered ordinary time paid at the Base Rate but is not time so worked and will not attract an overtime penalty rate. Where an Employee was employed part time prior to taking the relevant period of parental leave, the entitlement in this clause 60 shall be pro rata based on the Employee's part time hours prior to taking parental leave compared to full time ordinary hours.

60.6 Where an Employee wishes to receive the benefit in this clause by taking paid absences from work in accordance with clause 60.5 the Employee is to notify Estia Health of this election in writing at least 6 weeks before the Employee's return from parental leave.

Part 8 - Ending Employment

61 Ending employment (during probation period)

61.1 Where an Employee is serving a probationary period, either party may end the employment by giving the other party 1 weeks' notice in writing.

61.2 Alternatively, Estia Health may terminate the employment with less than 1 week's notice, as long as it pays the Employee the difference in pay between the notice period actually given (if any) and a week's pay at the Employee's full rate of pay (as if the full notice period had been given).

62 Ending employment (after probation period)

62.1 This clause 62 does not apply to casual Employees or Employees serving a probationary period.

62.2 An Employee may resign from their employment by giving Estia Health:

- (a) for a Care Director - 4 weeks' notice in writing; or
- (b) for all other Employees - giving the appropriate period of notice in writing as provided by the table in 62.3, provided that Employees aged over 45 need only give the same notice as Employees aged 45 years and under.

62.3 Estia Health may terminate the employment by giving the Employee:

Period of continuous service served prior to giving notice	Notice period (Employee aged 45 years and under)	Notice period (Employee aged over 45)
Not more than 1 year	1 week	1 week
More than 1 year, but not more than 2 years	2 weeks	2 weeks
2 years, but not more than 3 years	2 weeks	3 weeks
More than 3 years, but not more than 5 years	3 weeks	4 weeks

More than 5 years Or for a Care Director	4 weeks	5 weeks
---------------------------------------------	---------	---------

62.4 Alternatively, Estia Health may terminate the employment of an Employee by giving the Employee less notice than would otherwise be required by clause 62.3, as long as it pays the Employee the difference in pay between the notice period actually given (if any) and their full rate of pay for the notice period specified in clause 62.3 (as if the full notice period had been given).

62.5 In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts Estia Health would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (a) the ordinary working hours to be worked by the Employee;
- (b) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- (c) any other amounts payable under the Employee's employment contract.

62.6 Annual leave is not deemed to form part of the notice period for the purpose of this provision.

62.7 Estia Health may terminate the employment of an Employee for Serious Misconduct at any time without notice.

63 Ending employment (other matters)

63.1 Termination payments are to be processed as soon as practicable on or after the termination date and no later than 7 days after the termination (provided that this clause shall not apply where the date of termination is not reasonably able to be identified by Estia Health at the relevant time).

63.2 If an Employee resigns their employment without giving the required notice in advance, Estia Health will only be required to pay the Employee for the period up to and including their last day worked. Further, in accordance with the requirements of the Act, Estia Health may withhold from any payment due to the Employee on termination an amount that is no more than one week's full pay for the Employee for the period of notice not given.

63.3 Without limiting Estia Health's right to issue lawful and reasonable directions generally, during part or all of any notice period (whether notice has been given by Estia Health or by the Employee), Estia Health may require the Employee to:

- (a) perform special duties instead of their usual work which will be within the particular Employee's skill, and scope of practice, competence and educational preparation (eg, handover duties);
- (b) not attend or perform work; and/or
- (c) deal with or refrain from dealing with Estia Health's property, staff, funding bodies and other stakeholders in a manner specified by Estia Health.

63.4 Untaken accrued annual leave will be paid on termination with applicable leave loading as set out at clause 0 (Annual Leave).

64 Job search entitlement

64.1 If Estia Health issues notice of termination of employment to a permanent (part-time or full-time) or Employee, the Employee may take up to one day off without loss of pay for the purposes of

seeking other employment.

- 64.2 An Employee wishing to take time off in accordance with this clause must consult with Estia Health about convenient times and days and obtain Estia Health's approval in advance of any absence.
- 64.3 As a condition of paying for the time off, Estia Health may require evidence to confirm the nature of the job search activities undertaken by the Employee during the time off.
- 64.4 An Employee will not be entitled to any time off pursuant to this clause 64 if they have already accepted an offer of alternative employment (whether with Estia Health or another employer).

65 Redundancy pay

- 65.1 Redundancy pay is provided for in the NES.
- 65.2 In accordance with section 119 of the Act, redundancy occurs where Estia Health no longer requires the job the Employee has been doing to be performed by anyone, except where this is due to the ordinary and customary turnover of labour.
- 65.3 Pursuant to section 119 of the Act, the below table provides an Employee's entitlement to redundancy pay (calculated according at the Base Rate).

Employee's period of continuous service with the Estia on termination		Redundancy pay period
At least	but less than	
1 year	2 years	4 weeks
2 years	3 years	6 weeks
3 years	4 years	7 weeks
4 years	5 years	8 weeks
5 years	6 years	10 weeks
6 years	7 years	11 weeks
7 years	8 years	13 weeks
8 years	9 years	14 weeks
9 years +		16 weeks

- 65.4 An Employee given notice of termination in circumstances of redundancy may have their employment terminated by Estia Health during the period of notice. If so, the Employee is entitled to receive the redundancy pay and payment for the balance of the notice period that they would have received had they remained in employment until the expiry of the notice period. An Employee is not entitled to payment instead of notice in circumstances where the Employee chooses to leave without working out their notice period.

66 Redeployment because of redundancy

- 66.1 Where Estia Health requires an Employee to transfer to lower paid duties by reason of

redundancy (as an alternative to termination of employment), before the transfer takes effect, the Employee is entitled to the same period of notice as they would have received had notice of termination been issued.

- 66.2 Alternatively, Estia Health may require the Employee to transfer with less notice, as long as it pays the Employee the difference in pay between the former Base Rate and the new Base Rate for any part of the notice period not given.

Part 9 - Workplace Delegates, Managing Workplace Change & Disagreements

67 Right of Representation

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

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an Award, enterprise agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.

67.2 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under clause 67.1. This includes discussing membership of the delegate's organisation and representation with eligible Employees.
- (b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

67.3 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The Employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility under clause 67.3(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

67.4 Exercise of entitlements under clause 67.

- (a) A workplace delegate's entitlements under clause 67 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an Employee;
 - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.
- (b) Clause 67 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.
- (c) Clause 67 does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

68 Managing changing workloads

- 68.1 The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident/client care.
- 68.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to their Residential Aged Care Manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the General Manager for further discussion.
- 68.3 The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- 68.4 Where agreement cannot be reached, the parties may exercise their rights pursuant to clause 70 (Procedure for Resolving Workplace Disagreements) and if the parties have reasonably satisfied attempts to follow steps in clause 68.2 above, they may exercise their right to move straight to step 4 in clause [70](#).

69 Consultation

- 69.1 This clause 69 (Consultation) applies if Estia Health:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 69.2 As soon as practicable after making its decision, Estia Health must:
- (a) notify the Employees who may be affected by the proposed changes and the unions in writing ("**Affected Employees**");

- (b) discuss the proposed changes with the Affected Employees;
- (c) provide Affected Employees with relevant information about the change or proposal (other than confidential or commercially sensitive information), including effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees;
- (d) invite the Affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (e) give prompt and genuine consideration to matters raised about the change by the affected Employees or their representatives.

69.3 For clarity, representatives of Affected Employees can attend meetings.

69.4 For clarity, giving prompt and genuine consideration to matters raised includes considering any different outcomes or processes that are suggested by Affected Employees in relation to the change/proposal. However, this does not mean Estia Health is required (after genuine consideration) to alter any aspect of its decision, proposal or related processes prior to implementation.

69.5 An Affected Employee (individually, or together with other Affected Employees) may appoint a representative for the purposes of the procedures in this clause. Estia Health must recognise a representative.

69.6 In this clause 69 (Consultation), a major change is likely to have a significant effect on Employees if it can reasonably be expected to result in:

- (a) the termination of the employment of Employees;
- (b) major change to the composition, operation or size of Estia Health's workforce or to the skills required of Employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain Employees;
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

70 Procedure for Resolving Workplace Disagreements

70.1 In the event of a dispute about any matter under this Agreement or the NES ("**Dispute**"), in the first instance Estia Health and the Employee(s) must attempt to resolve the matter at the workplace level by discussions between the Employee(s) concerned and the relevant supervisor.

70.2 If a Dispute arises the following steps must be followed:

- (a) Step 1 • The Employee/s concerned must raise the Dispute in writing with their immediate supervisor or manager. If the Employee/s are not satisfied with the outcome or the cause of concern is the immediate supervisor/ manager they may raise the concern with their Residential Aged Care Manager. If the Employee is not satisfied with the outcome or the cause of concern is the Residential Aged Care Manager, the Employee may proceed to clause 70.2(b).
- (b) Step 2 • The parties will wherever reasonably practical resolve the Dispute within a period of 10 business days. If the Dispute is not resolved in 14 business days, the

Dispute may be escalated to Estia Health's People and Culture department or directly to the Head of Employee Relations.

- (c) Step 3 · If the dispute is not resolved in a further 10 but not more than 14 business days, the dispute may be escalated to the Chief People Officer or the General Manager. The Chief People Officer or the General Manager will make a decision on the matter within a further 5 business days.
- (d) Discussions at Steps 1 to 3 will not be unreasonably delayed by any party. The parties acknowledge that some matters may be of complexity, detail or substance that it may warrant further time for resolution than the stipulated timeframes and any such extension of time may be mutually agreed by the parties.
- (e) Step 4 · If
 - (i) either party is dissatisfied with the decision of Chief People Officer or the General Manager per Step 3; or
 - (ii) subject to subclause (d), the matter is not escalated from Step 2 to Step 3 within the prescribed timeframe;

they may refer the dispute to the FWC for conciliation and where the matter remains unresolved following conciliation, arbitration can be used.

70.3 If both Estia Health and the Employee(s) agree the dispute may be conciliated or arbitrated by another relevant body other than the FWC.

70.4 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by Estia Health to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

71 Re-grading

71.1 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly and consistently performed is work of a type normally associated with a higher classification, the Employee may apply to have their position reclassified to the higher classification.

71.2 An application for re-grading may be made by either an Employee and/ or their supervisor/manager and must be made in writing.

71.3 Estia Health will respond to the request in writing within a reasonable timeframe, and where possible no more than one month after receiving the written request, indicating whether the application is approved or denied. The response from Estia Health will contain reasons for the decision to either approve or deny the request. The successful applicant will receive back payment from the day the application was submitted

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

71.5 Factors with a bearing on the decision may include but not be limited to whether the changes:

- (a) involve the exercise of skills, responsibility and/ or autonomy normally associated with and undertaken at a higher classification; and/or
- (b) are permanent or temporary.

71.6 If the Employee is not satisfied with the decision made under clause 71.3, they may raise the matter for a further review with their Residential Aged Care Manager.

71.7 If the Employee remains dissatisfied after the further review in clause 71.6 above then they may utilise the Procedure for Resolving Workplace Disagreements in accordance with clause [70](#) of this Agreement.

72 Transition into retirement

72.1 Employees who are 55 years or older may be eligible for the benefits under this clause. Eligible Employees are encouraged to explore flexible working arrangements suitable to their needs, including the rearranging of their work hours so the Employee is no longer required to work night shifts. An Employee is not entitled to make the request under this section unless the Employee:

- (a) has completed at least 12 months of continuous service with Estia Health before making the request; and
- (b) is 55 years of age or older.

72.2 A request made in accordance with this clause must be in writing. Estia Health must give fair and reasonable consideration to requests from eligible Employees to participate in the initiative and Estia Health will respond in writing to the request within 21 days. Fair and reasonable considerations include, but are not limited to:

- (a) resident safety;
- (b) availability of working hours;
- (c) unjust financial implications on Estia Health; and
- (d) employee safety and wellbeing.

72.3 If an application is refused, the Employee may discuss possible alternative arrangements that would meet the operational and Employee's requirements, including the timing of such arrangements being implemented.

Schedule 1 - Dictionary

Act	means the <i>Fair Work Act 2009</i> (Cth).
24/7 Roster Worker	means an Employee whose ordinary hours may be worked outside the span of hours for a M-F Day Worker, as rostered or otherwise agreed.
ADO	means a paid day off to which an Employee is entitled in accordance with an arrangement of full-time ordinary hours that permits the accrual of payment for time worked towards a paid day off.
Agreement	means this Enterprise Agreement, being the Estia Health Queensland Enterprise Agreement 2024.
AHPRA	means the Australian Health Practitioner Regulation Agency or its successor from time to time.
Base Rate	means the hourly rate of pay applicable to an Employee in a particular classification under this Agreement set out at Schedule 3 for their ordinary hours of work, but not including any of the following: <ul style="list-style-type: none"> (a) incentive based payments and bonuses; (b) loadings; (c) monetary allowances; (d) overtime or penalty rates; and (e) any other separately identifiable amounts.
Chief People Officer	means the most senior human resources position at Estia Health
Contract Hours	means the guaranteed minimum number of ordinary hours that a particular part-time Employee agrees with Estia Health to work (which must be less than an average of 38 hours per week).
Court	means any court or tribunal of competent jurisdiction.
CPD	means the continuing professional development that a nurse registered with AHPRA is required to complete in order to meet the NBMA's registration standards.
De facto Partner of an Employee	means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different

	sexes); and includes a former de facto partner of the Employee.
double time	means 200% of the Base Rate.
double time and a half	means 250% of the Base Rate.
Employee	means the individuals defined in sub-clause 3.1(b).
Estia Health	means Estia Health Investments Pty Ltd [ACN 164 350 387] however named from time to time, or any other employer required to comply with this agreement by operation of law.
Estia Health Home	means any residential aged care home owned or operated by Estia Health in the State of Queensland.
Excluded Employee	means the individuals defined in sub-clause 3.2.
FWC	means the Fair Work Commission, the statutory body established under the Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
General Manager	means the manager appointed by Estia Health to the most senior operational management position below that of the Chief Operating Officer (COO).
Head Office	means the part of the Estia Health business that provides corporate administration and support services to/for Estia Health Homes generally or for a specific region, principally from head office(s) or other locations other than Estia Health Homes.
Home Base	means the Estia Health Home to which a particular Employee is appointed in writing or otherwise agrees with Estia Health will be their principal place of work.
IFA	means an individual flexibility arrangement that complies with the Act.
in writing	means any form of written English, whether handwritten, printed, digital or otherwise.
Immediate Family	<ul style="list-style-type: none"> • a spouse, De facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or • a child, parent, grandparent, grandchild or sibling of a spouse or De facto partner of the Employee. Noting that: <ul style="list-style-type: none"> • spouse includes a former spouse. • De facto partner of an Employee includes a former De Facto Partner; and • child includes step-child or foster child.
Residential Aged Care Manager	means the manager appointed by Estia Health principally to be responsible for the day-to-day operation and management of a specific Estia Health Home.

Mandatory training	means training that Estia Health reasonably requires an Employee to undertake (including any necessary training to meet aged care accreditation requirements) in connection with their employment.
Master Roster	means an Employee's usual roster as set in the Estia Health time and attendance/rostering system from time to time.
M-F Day Worker	means an Employee whose ordinary hours are worked between 6am and 6pm, Monday to Friday.
NES	means the National Employment Standards under the Act.
NMBA	means the Nursing and Midwifery Board of Australia or its successor from time to time.
Non-Nursing Employee	means all Employees covered by this Agreement other than Nursing Employees.
Nursing care	includes nursing care duties performed by Employees in an aged care home, whereby Employees in various classifications and functions work together for the purpose of caring for the residents as determined by Estia Health and under the day-to-day supervision of the relevant nurse as reflected in the care plan for each individual resident and the policies and protocols of Estia Health. Care includes attending to the bio- psycho-social needs of residents as well as ensuring that the environment of care and lifestyle activities are safe and conducive to the promoting the wellbeing of residents, visitors and other staff.
Nursing Employee	means Employees required by their role to be a Registered Nurse or Enrolled Nurse.
Parties	means Estia Health, all Employees (other than Excluded Employees) and any bargaining representatives named as being covered by this Agreement in the FWC's decision approving it.
Public Holiday	means: <ul style="list-style-type: none"> • New Year's Day (1 January) • an additional day (on the first weekday after New Year's Day, but only if New Year's Day falls on a weekend) • Australia Day (26 January, or if 26 January falls on a weekend then the following Monday) • Good Friday • Easter Saturday

	<ul style="list-style-type: none"> • Easter Sunday • Easter Monday • Anzac Day (25 April, or if 25 April falls on a weekend then the following Monday) • Sovereign's Birthday (on the day gazetted in Queensland) • Labor Day (on the day gazetted in Queensland) • Show Day; • Christmas Eve (24 December) 6pm - midnight • Christmas Day (25 December) • Boxing Day (26 December) • any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within Queensland, or a region of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday, <p>provided that an Employee and Estia Health may mutually agree in writing to substitute any of the days or part-days above for a different day or part-day.</p>
RDO	means a day upon which a full-time Employee is not rostered for duty (except because of a weekend or Public Holiday).
Redundancy Pay	has the meaning in the Act.
Representative/s	means any legal representative or union.
Residential Aged Care Manager	means the manager appointed by Estia Health principally to be responsible for the day-to-day operation and management of a specific Estia Health Home.
Serious Misconduct	has the meaning in the Act.
Superannuation Law	means any requirement under the <i>Superannuation Industry (Supervision) Act 1993 (Cth)</i> , <i>Superannuation Industry (Supervision) Regulations 1994 (Cth)</i> , <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i> , <i>Superannuation Guarantee (Administration) Regulations 1993 (Cth)</i> , <i>Superannuation Guarantee Charge Act 1992 (Cth)</i> , and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.
time and a half	means 150% of the Base Rate.

Unions	<p>means (as applicable)</p> <ul style="list-style-type: none"> (a) the Queensland Nurses and Midwives' Union of Employees; and (b) the Australian Nursing and Midwifery Federation; (c) The Australian Workers' Union; (d) the United Workers Union Queensland Branch; and (e) the Health Services Union Queensland Branch.
Workplace Delegate	has the meaning given by section 350C(1) of the Act
<p>Interpretation Rules</p> <p>In this Agreement:</p> <ul style="list-style-type: none"> (i) references to Employees are taken to be references to each Employee jointly and severally, as the context dictates; (ii) a reference in this Agreement to a separate document, policy, procedure, instrument or legislation of any kind does not incorporate it or any part of it into this Agreement and no such reference will create, imply or infer any right or entitlement that is enforceable against Estia Health; (iii) unless expressly stated, a reference in this Agreement to a separate document, policy, procedure, instrument or legislation of any kind is a reference to it as amended, replaced or retracted from time to time; (iv) other than the express terms of this document no other terms may be inferred, implied or incorporated into this agreement; (v) a reference to a person under this Agreement may refer to an individual, corporation, partnership or association; (vi) cognates of defined terms have a corresponding meaning; and (vii) any gendered reference includes a reference to any other gender. 	

Schedule 2 – Employee Classifications

1. The Nursing Employee classifications under this Agreement are set out below:

Classification	Nursing Assistant (unqualified)
Minimum Qualification	Nil.
Description	<p>An Employee appointed as a Nursing Assistant is engaged to provide general care to residents including:</p> <ul style="list-style-type: none"> • personal care and assistance; • assisting with nursing care of residents as delegated by a registered nurse and under the supervision of an Enrolled Nurse or Registered Nurses; • reporting promptly any observed changes or concerns in resident's health status; • assisting in the provision of delegated nursing and personal care under supervision and direction of a Registered Nurse; • completing documentation as required; • exercising discretion and judgement within their level of skill and training; • attending training as directed; works in collaboration with the care team; • being actively involved in continuous improvement; and • other related nursing duties as delegated by the Registered Nurse.
Classification	Nursing Assistant (qualified)
Minimum Qualification	Certificate III, IV or higher qualification in Aged Care or equivalent.
Description	<ul style="list-style-type: none"> • An Employee appointed as a Nursing Assistant at this level is engaged to perform all the tasks of the Nursing Assistant (unqualified) classification and holds a relevant Certificate III or Certificate IV qualification or equivalent in Aged Care.
Classification	Nursing Assistant (Senior)
Minimum Qualification and capabilities	Certificate III or IV in Aged Care or equivalent administrative skills and problem-solving abilities and demonstrated competence in all aspects of delivering nursing care and good communication, interpersonal and arithmetic skills.
Description	<ul style="list-style-type: none"> • An Employee appointed by Estia Health as a Nursing Assistant (Senior) is engaged to perform all the tasks of a Nursing Assistant (qualified) in the provision of Nursing care and is required by Estia Health to undertake additional senior duties/accountabilities to those of a Nursing Assistant (qualified), which may include demonstrating leadership by example and assistance in training other Employees in non-clinical duties

Classification	Enrolled Nurse
Minimum Qualification	Appears on the AHPRA Register of Practitioners as an Enrolled Nurse; and Assessed by a Registered Nurse from Estia Health as competent in the administration of medications.
Description	<p>An Employee appointed as an Enrolled Nurse:</p> <ul style="list-style-type: none"> • is engaged to provide nursing care to residents, including: <ul style="list-style-type: none"> ○ the full range of duties within the scope of practice of an Enrolled Nurse; and ○ related nursing duties; and • has been assessed as (and from time to time remains) recognised by Estia Health as competent in the administration of medications.
Classification	Registered Nurse (graduate)
Minimum Qualification	Appears on the AHPRA Register of Practitioners as a Registered Nurse.

Description	<p>An Employee appointed as a Registered Nurse is:</p> <ul style="list-style-type: none"> • engaged to provide nursing and general care to residents, including: <ul style="list-style-type: none"> ○ delivering direct and comprehensive nursing care and individual case management to residents in accordance with the Codes and Guidelines of the NMBA and professional standards and guidelines; ○ coordinating services, including those of other disciplines or agencies, to individual residents within the home; ○ providing education, counselling and group work services orientated towards the promotion of health status improvement of residents; ○ providing support, direction and education to newer or less experienced staff, including EN's, and student nurses; and ○ accepting accountability for the Employee's own standards of nursing care and service delivery; ○ participating in action research and policy development within the home. ○ providing the full range of duties within the scope of practice of a Registered Nurse and other related duties. • has not yet completed 1786 hours of experience as a Registered Nurse.
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Classification	Registered Nurse (general)
Minimum Qualification	Appears on the AHPRA Register of Practitioners as a Registered Nurse; and has completed 1786 hours of experience as a Registered Nurse.
Description	<p>An Employee appointed as a Registered Nurse at this level is expected to perform all the tasks of the Registered Nurse (graduate) classification and is engaged to provide nursing and general care to residents, including:</p> <ul style="list-style-type: none"> • the full range of duties within the scope of practice of a Registered Nurse; • other related nursing duties; and <p>has completed 1786 hours of work as a Registered Nurse.</p>
Classification	Clinical Nurse Consultant/Educator
Minimum Qualification	Appears on the AHPRA Register of Practitioners as a Registered Nurse.
Description	<p>An Employee appointed by Estia Health as a Clinical Nurse Consultant/Educator is expected to perform to a high and consistent standard of competence all the tasks of the Registered Nurse (general) classification and provides both nursing and general care to residents and all higher level duties, including:</p> <ul style="list-style-type: none"> • the full range of duties and responsibilities within the scope of practice of a Registered Nurse; and • providing support, direction, orientation and education to Registered Nurse (Graduate), Enrolled Nurses and student nurses providing consulting and/or education for staff, residents and clients; • participating, contributing and adding improvements to policy development and implementation; and • other related nursing duties; and <p>holds relevant post registration certificate qualifications or experience deemed appropriate by Estia Health and is required to implement, manage and evaluate educational programmes for Estia Health.</p>
Classification	Clinical Care Coordinator
Minimum Qualification	Appears on the AHPRA Register of Practitioners as a Registered Nurse.

Description	<p>An Employee appointed as a Clinical Care Coordinator and engaged and responsible to provide both nursing and general care to residents and higher-level duties to a high and consistent standard of competence, including:</p> <ul style="list-style-type: none"> • the full range of duties within the scope of practice of a Registered Nurse; • being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control; • being accountable for clinical operational planning and decision making for a specified span of control; • being accountable for the management of human and material resources within a specified span of control; and • other related duties.
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Classification	Nurse Practitioner
Minimum Qualification	Appears on the AHPRA Register of Practitioners Registration as a Registered Nurse, with an endorsement as a Nurse Practitioner
Description	<p>An Employee appointed as a Nurse Practitioner and engaged to provide both nursing and general care to residents and higher-level duties, including:</p> <ul style="list-style-type: none"> • the full range of duties within the scope of practice of a Registered Nurse but functions autonomously and operates at a level of nursing that uses advanced skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care. • additional responsibilities within the scope of practice permissible pursuant to their endorsement; and • application of higher-level knowledge and skills, beyond that required of a Registered Nurse in advanced practice across stable, unpredictable and complex situations; and • other related nursing duties.
Classification	Care Director
Minimum Qualification	Appears on the AHPRA Register of Practitioners as a Registered Nurse
Description	<p>An Employee appointed as a Care Director and engaged to provide both nursing and general care to residents and higher-level duties, including:</p> <ul style="list-style-type: none"> • the full range of duties within the scope of practice of a Registered Nurse; and • additional responsibilities for the care and wellbeing of a group of residents, including: <ul style="list-style-type: none"> ○ accountability for the standards of nursing care and coordination of care for those residents; ○ other leadership and general management responsibilities in relation to the operation of the residence, subject to instruction and direction from the Residential Aged Care Manager; and • other related nursing duties.

2. The Non-Nursing classifications under this Agreement are set out below:

Classification	Administration Officer Grade 1
Minimum Qualification	School Certificate level literacy and numeracy.
Description	<p>An Employee who is appointed as an Administration Officer and:</p> <ul style="list-style-type: none"> • possesses sound communication skills; • is engaged to undertake a range of basic clerical or administrative work and related duties with a limited level of accountability; and • has not yet completed 1786 hours of experience as an Administration Officer. <p>Indicative duties include:</p> <ul style="list-style-type: none"> • receiving a distributing incoming mail, and dispatching outgoing mail; • completion of simple forms; • recording petty cash transactions; or • applying office procedures.
Classification	Administration Officer Grade 2
Minimum Qualification	A relevant Certificate II qualification or equivalent; or Completion of 1786 hours of experience as Administration Officer.
Description	<p>An Employee who is appointed as an Administration Officer and:</p> <ul style="list-style-type: none"> • possesses sounds communication and computer skills; • is engaged to undertake a range of basic administrative work and duties with a medium level of accountability, within established routines; and • has completed 1786 hours of experience as an Administration Officer. <p>Indicative duties include:</p> <ul style="list-style-type: none"> • updating and modify existing organisational records; • producing documents using standard forms; • reconciling invoices for payments; and • re-directing inquiries and take appropriate follow-up action.
Classification	Administration Officer (Senior)
Minimum Qualification & capabilities	<ul style="list-style-type: none"> • A relevant Certificate III qualification, or equivalent skills and experience related to a specific administration role or function; • Administrative skills and problem-solving abilities; and • Good communication, interpersonal and arithmetic skills.
Description	<p>An Employee who is appointed as an Administration Officer (Senior) and:</p> <ul style="list-style-type: none"> • is engaged to perform specific administration functions and related duties semi-autonomously within established policies, guidelines and procedures, with a substantial level of accountability; • may assist with supervision of others; and • is required by Estia Health to have completed additional training, qualifications or experience exceeding that of an Administration Officer Grade 2. <p>Indicative duties include:</p> <ul style="list-style-type: none"> • implementing new or improved systems; • obtaining data from external sources and producing reports; • assisting in the development of options for future strategies; • organising meetings and conferences; • providing assistance in the selection of staff; • organising staff training and monitoring performance; or • administering PAYE salary records. <p>Indicative job title at this level includes: Office Manager</p>
Classification	Food Services Assistant
Minimum Qualification	<ul style="list-style-type: none"> • Basic food handling course or equivalent.
Description	<p>An Employee who is appointed as a Food Services Assistant and is engaged to undertake a range of basic food services and related duties within established routines, methods and procedures with a limited level of accountability.</p> <p>Indicative duties include:</p> <ul style="list-style-type: none"> • food service; • assistance in the preparation of food; • table service and clearing duties; • assist in planning, cooking, and preparation of a full ranges of meals; • washing dishes and cleaning up the kitchen; or • delivering meals to residents rooms where required.

Classification	Cook
Minimum Qualification	A relevant Certificate III qualification or equivalent; and Completion of 1786 hours of experience as Food Services Assistant.
Description	An Employee who is appointed as a Cook and: <ul style="list-style-type: none"> • is engaged to perform one or more specific food services related functions and related duties, with a medium level of accountability, within established routines, methods and procedures; and • is required by Estia Health to have completed additional training, qualifications or experience exceeding that of a Food Services Assistant. Indicative duties include: <ul style="list-style-type: none"> • planning, ordering and preparing all meals; or • coordinate the work of Food Service Assistants.
Classification	Chef
Minimum Qualification & capabilities	<ul style="list-style-type: none"> • A Certificate III/trade qualification in commercial cookery or similar, or equivalent skills and experience; and • Administrative skills and problem-solving abilities and Good communication, interpersonal and arithmetic skills.
Description	An Employee who is appointed as a Chef and: <ul style="list-style-type: none"> • is engaged to perform one or more specific food services related functions and related duties semi-autonomously within established policies, guidelines and procedures, with a substantial level of accountability; • may assist with supervision of others; and • is required by Estia Health to have completed additional training, qualifications or experience exceeding that of a Senior Cook.
Classification	Food Services Supervisor
Minimum Qualification & capabilities	<ul style="list-style-type: none"> • A Certificate III/trade qualification in commercial cookery or similar, or equivalent skills and experience; and • Administration, problem solving, communication, interpersonal and arithmetic skills.
Description	An Employee who is appointed as a Food Services Supervisor and: <ul style="list-style-type: none"> • is engaged to perform one or more specific food services related functions and related duties semi-autonomously within established policies, guidelines and procedures, with a substantial level of accountability; • may assist with supervision of others; and • is required to have completed additional training, and qualifications
Classification	General Services Officer Grade 1
Minimum Qualification	Nil
Description	An Employee appointed as a General Services Officer is engaged to undertake a range of basic general services and related duties within established routines, methods and procedures with a limited level of accountability. Indicative job titles at this level include: <ul style="list-style-type: none"> • laundry hand; • cleaner; • gardener; or • maintenance/handyperson (unqualified).
Classification	General Services Officer Grade 2
Minimum Qualification	A Certificate III/trade qualification or equivalent in a relevant field, or equivalent skills and experience.
Description	An Employee who is appointed as a General Services Officer Grade 2 and: <ul style="list-style-type: none"> • is engaged to perform one or more specific general services related functions and related duties, with a medium level of accountability, within established routines, methods and procedures; and • is required by Estia Health to have completed additional training, qualifications or experience exceeding that of a General Officer Grade 2. Indicative job titles at this level include: <ul style="list-style-type: none"> • Gardener (trade/TAFE Cert III); or • Maintenance/handyperson (qualified)
Classification	General Services Officer (Senior)
Minimum Qualification & capabilities	<ul style="list-style-type: none"> • A Certificate III/trade qualification or equivalent in a relevant field, or equivalent skills and experience; • developed administrative, problem solving, communication, interpersonal and arithmetic skills; and • may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Description	<p>An Employee who is appointed as a General Services Officer (Senior) and:</p> <ul style="list-style-type: none"> • is engaged to perform specific general services related functions and related duties autonomously, with a substantial level of accountability; • may supervise others; and • is required by Estia Health to have completed additional training, qualifications or experience exceeding that of a General Officer Grade 2. <p>Indicative job titles at this level include:</p> <ul style="list-style-type: none"> • Head Gardener; or • General Services Supervisor
Classification	Personal Care Worker - Wellbeing (Grade 1)
Minimum Qualification	Unqualified
Description	<p>Ability to perform duties with limited supervision with a medium level of accountability, within established routines, methods and procedures.</p> <p>Carrying out lifestyle programs to support, challenge and enhance the psychological, spiritual, social, emotional and physical well-being of residents as designed and directed by the Lifestyle Coordinator.</p>
Classification	Personal Care Worker – Wellbeing (Grade 2)
Minimum Qualification	Certificate IV in Leisure and Lifestyle of equivalent qualification First Aid Certification
Description	<p>Ability to perform all of the functions of a Personal Care Worker – Wellbeing Grade 1 in a semi-autonomous manner.</p> <p>Supervising and assisting Personal Care Workers – Wellbeing Grade 1 in the performance of their duties.</p>
Classification	Lifestyle Coordinator
Minimum Qualification	Certificate IV in Leisure and Lifestyle of equivalent qualification First Aid Certification Experience in supervising and managing other Employees
Description	<p>An Employee who appointed as a Lifestyle Coordinator and:</p> <ul style="list-style-type: none"> • holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Personal Care Workers - Wellbeing.
Classification	Allied Health Assistants Grade 1
Minimum Qualification	<p>Is an unqualified person who is required to perform work as set out below under the direct supervision of an Allied Health Professional.</p> <p>An Allied Health Assistant Grade 1 will not be required to hold any qualifications. Where an Allied Health Assistant Grade 1 seeks to obtain a Certificate III (Allied Health Assistance) automatic progression to Grade 2 will occur upon the successful completion of the Certificate III.</p>
Description	<p>The assistant can work under supervision, either individually, or in a team performing a wide range of duties, for example; this may include the collection and preparation of equipment, maintain client contact details, monitoring clients to ensure that they follow their program.</p>
Classification	Allied Health Assistant Grade 2
Minimum Qualification	<p>Is a qualified person who is required to perform work set out below under the supervision of an Allied Health Professional.</p> <p>A mandatory requirement for this level is successful completion of a Certificate III (Allied Health Assistance) or other appropriate Qualifications/Experience acceptable to Estia Health.</p> <p>A qualified Allied Health Assistant performs a wide range of duties to support the work of Allied Health Professionals.</p>
Description	<p>The Allied Health Assistant Grade 2 is able to:</p> <ul style="list-style-type: none"> • perform the full range of duties of a Grade 1; • work directly with an allied Health professional; work alone or in teams under supervision following a prescribed programme; • use communication and interpersonal skills to assist in meeting the needs of clients; • identify client circumstances that need additional input from the Allied Health Professionals; and • prioritise work and accept responsibility for outcomes within the limit of their accountabilities.
Classification	Allied Health Assistant Grade 3
Minimum Qualification & capabilities	<p>Is a qualified person who is required to perform work set out below under the supervision of an Allied Health Professional.</p> <p>A mandatory requirement for this level is a successful completion of a Certificate IV (Allied Health Assistance) or other appropriate Qualifications/Experience acceptable to Estia Health.</p>

Description	<p>The Allied Health Assistant grade 3 is able to:</p> <ul style="list-style-type: none">• perform the full range of a grade 1 and Grade 2;• understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they are employed to support;• work with minimum supervision to implement therapeutic and related activities, including maintenance of appropriate documentation;• identify client circumstances that need additional input from the Allied health professional, including suggestions as per appropriate interventions;• demonstrate very good communication and interpersonal skills;• organise their own workload and to set work priorities within the program established by the allied health professional; and• if required, to assist in the supervision of the work being performed by Grade 1 and 2 Allied Health Assistants and those in training.
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Schedule 3 - Base Rates of Pay

1. The hourly rates in the table below are the hourly rates of pay that apply to adult permanent Employees from the commencement of the first full pay period on or after each of the relevant dates indicated below.

2. Nursing Assistant Studying Nursing

- 2.1 The classification of Nursing Assistant (Studying Nursing) shall cease as at the approval of this Enterprise Agreement by the Fair Work Commission.
- 2.2 Employees who met the criteria to be classified as Nursing Assistant (Studying Nursing) prior to certification of this Agreement, will be reclassified as Nursing Assistants at the applicable level, and receive the Nursing Assistant Study allowance outlined in clause 40 and Schedule 4 of this Agreement.
- 2.3 Employees whose classification changes from 'Nursing Assistant (Studying Nursing)' to 'Nursing Assistant' as a result of this Agreement, shall receive an increase to their remuneration as at the first pay period on or after 1 July 2024 of at least 3.5% (which will be made up of their Base Rate of pay plus the Nursing Assistant study allowance).

3 Enrolled Nurse (General)

- 3.1 Any Employee classified as Enrolled Nurse (General) prior to certification of this Agreement shall be re-classified as Enrolled Nurse and receive the Enrolled Nurse remuneration level applicable to their years of service.

4 RATES

Description		Wage Rates as at 30 June 2024	First full pay period on or after 1 July 2024	First full pay period on or after 1 July 2025	First full pay period on or after 1 July 2026
Administration				A minimum* of:	A minimum* of:
	Administration Officer - Grade 1	\$ 26.21	\$ 27.13	\$ 27.94	\$ 28.78
	Administration Officer - Grade 2	\$ 26.85	\$ 27.79	\$ 28.62	\$ 29.48
	Administration Officer (Senior)	\$ 30.71	\$ 31.78	\$ 32.74	\$ 33.72
Allied Health					
	Allied Health Assistant - Grade 1	\$ 26.85	\$ 27.79	\$ 28.62	\$ 29.48
	Allied Health Assistant - Grade 2	\$ 27.17	\$ 28.12	\$ 28.96	\$ 29.83
	Allied Health Assistant - Grade 3	\$ 28.09	\$ 29.07	\$ 29.95	\$ 30.84
Food Services Supervisor					
	Chef / Food Services Supervisor	\$ 30.13	\$ 31.18	\$ 32.12	\$ 33.08
	Head Chef/Food Services Supervisor (most Senior in a Home)	\$ 34.65	\$ 35.86	\$ 36.94	\$ 38.05
Cook					
	Cook	\$ 26.85	\$ 27.79	\$ 28.62	\$ 29.48
Food Services					
	Food Services Assistant	\$ 25.86	\$ 26.77	\$ 27.57	\$ 28.40
General Services					
	General Services Officer - Grade 1	\$ 25.86	\$ 26.77	\$ 27.57	\$ 28.40
	General Services Officer - Grade 2	\$ 27.17	\$ 28.12	\$ 28.96	\$ 29.83
	General Services Officer (Senior)	\$ 30.13	\$ 31.18	\$ 32.12	\$ 33.08
Lifestyle Support					
	Personal Care Worker - Wellbeing - Grade 1	\$ 30.88	\$ 31.96	\$ 32.92	\$ 33.91
	Personal Care Worker - Wellbeing- Grade 2	\$ 32.30	\$ 33.43	\$ 34.43	\$ 35.47
	Lifestyle Coordinator	\$ 34.65	\$ 35.86	\$ 36.94	\$ 38.05
Nursing Assistant					
	Nursing Assistant (Unqualified) - Year 1	\$ 29.33	\$ 30.36	\$ 31.27	\$ 32.21

	Nursing Assistant (Unqualified) - Year 2	\$ 29.79	\$ 30.83	\$ 31.76	\$ 32.71
	Nursing Assistant (Qualified) - Year 1	\$ 31.24	\$ 32.33	\$ 33.30	\$ 34.30
	Nursing Assistant (Qualified) - Year 2	\$ 31.24	\$ 32.41	\$ 33.38	\$ 34.39
	Nursing Assistant (Qualified) Year 3	n/a	\$ 32.49	\$ 33.46	\$ 34.47
	Nursing Assistant (Senior)	\$ 31.24	\$ 32.57	\$ 33.54	\$ 34.55
Enrolled Nurse					
	Enrolled Nurse - Year 1	\$ 33.44	\$ 35.13	\$ 36.18	\$ 37.27
	Enrolled Nurse - Year 2	\$ 34.13	\$ 35.82	\$ 36.89	\$ 38.00
	Enrolled Nurse - Year 3		\$ 36.32	\$ 37.41	\$ 38.53
	Enrolled Nurse - Year 4		\$ 36.82	\$ 37.92	\$ 39.06
	Enrolled Nurse - Year 5		\$ 37.32	\$ 38.44	\$ 39.59
Registered Nurse					
	Registered Nurse (General) - Year 1 (Graduate)	\$ 40.44	\$ 41.86	\$ 43.11	\$ 44.40
	Registered Nurse (General) - Year 2	\$ 40.94	\$ 42.37	\$ 43.64	\$ 44.95
	Registered Nurse (General) - Year 3	\$ 41.46	\$ 42.91	\$ 44.20	\$ 45.52
	Registered Nurse (General) - Year 4	\$ 41.96	\$ 43.43	\$ 44.73	\$ 46.07
	Registered Nurse (General) - Year 5	\$ 41.96	\$ 43.93	\$ 45.25	\$ 46.61
	Registered Nurse (General) - Year 6	\$ 41.96	\$ 45.98	\$ 47.36	\$ 48.78
	Registered Nurse (General) - Year 7	\$ 41.96	\$ 47.02	\$ 48.43	\$ 49.88
	Registered Nurse (General) - Year 8	\$ 41.96	\$ 48.53	\$ 49.99	\$ 51.49
Clinical Nurse Consultant					
	Clinical Nurse Consultant/Educator - Year 1	\$ 45.83	\$ 48.98	\$ 50.45	\$ 51.96
	Clinical Nurse Consultant/Educator - Year 2	\$ 46.40	\$ 49.57	\$ 51.06	\$ 52.59
	Clinical Nurse Consultant/Educator - Year 3		\$ 50.07	\$ 51.57	\$ 53.12
	Clinical Nurse Consultant/Educator - Year 4		\$ 50.57	\$ 52.09	\$ 53.65
Clinical Care Coordinator					

	Clinical Care Coordinator - Year 1	\$ 51.97	\$ 53.79	\$ 55.40	\$ 57.06
	Clinical Care Coordinator - Year 2	\$ 51.97	\$ 54.43	\$ 56.06	\$ 57.75
Care Director					
	Care Director-(Less than 65 beds)	\$ 56.01	\$ 57.97	\$ 59.71	\$ 61.50
	Care Director-(More than 65, less than 100 beds)	\$ 59.27	\$ 61.34	\$ 63.18	\$ 65.08
	Care Director-(More than 100 beds)	\$ 62.77	\$ 64.97	\$ 66.92	\$ 68.92
Nurse Practitioner					
	Nurse Practitioner - Year 1	\$ 69.11	\$ 71.53	\$ 73.67	\$ 75.88
	Nurse Practitioner - Year 2	\$ 71.84	\$ 74.35	\$ 76.59	\$ 78.88

5. TRAINING WAGE

1. Upon approval of the Enterprise Agreement, Employees covered by this Enterprise Agreement will be back paid the rates shown in the above schedules,
 2. The hourly rates of pay for Employees who are eligible for a supported wage under the terms of the Aged Care Award 2010 are determined in accordance with Schedule C - Supported Wage System of that instrument.
 3. The National Training Wage Schedule applies in accordance the terms of Schedule E - National Training Wage of the Miscellaneous Award 2020 (provided that any reference to “this award” in Schedule E is read as referring to the Aged Care Award 2010), subject to the amendments below:
- A. In substitution for the rates in E.4.1 (a)-(c) and E.4.2 (a)-(c) of Schedule E of the Miscellaneous Award 2020, the minimum wages for a trainee undertaking an AQF Certificate Level 1-111 traineeship are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	43%*	47%*	55%*
Plus 1 year out of school	47%*	55%*	65%*
Plus 2 years out of school	55%*	65%*	75%*
Plus 3 years out of school	65%*	75%*	85%*
Plus 4 years out of school	75%*	85%*	
Plus 5 or more years out of school	85%*		
*The percentages above apply to the relevant Grade 1 hourly rate in this agreement for the work being done by the Employee.			

- B. In substitution for the rates in E.4.1(d)(ii) and E.4.2(e)(ii) of Schedule E of the Miscellaneous Award 2020, the minimum wages for a trainee undertaking an AQF Certificate Level IV traineeship are:

	First year of traineeship	Second and subsequent years of traineeship
	90%*	93%*
*The percentages above apply to the relevant Level 1 hourly rate in this agreement for the work being done by the Employee.		

- C. The rates in item **C.** and item **B.** above will be payable for:

a) ordinary hours worked by the trainee (ie, 60.8 hours per fortnight for a full time

trainee or a lesser number for part time trainees); and

- b) training hours undertaken by the trainee in accordance with their traineeship arrangements (whether in-house or externally) up to the equivalent of 20% of their contracted work hours (ie, 15.2 hours per fortnight for a full-time trainee or the pro rata equivalent for part time trainees).

Schedule 4 - Allowance Rate

Clause	Allowance	Application	Current (01/07/2023)	First pay period on or after 1/07/2024	First pay period on or after 1/07/2025	First pay period on or after 1/07/2026
				3.50%	3.00%	3.00%
25.2(b)	On Call between shifts allowance	Monday to Friday (for 24 hr period)	\$24.76	\$25.63	\$26.40	\$27.19
		Saturday (for 24-hour period)	\$37.75	\$39.07	\$40.24	\$41.45
		Sunday or Pub hol (for 24 hr period)	\$43.64	\$45.17	\$46.53	\$47.93
26.1(b)	On call during meal break allowance	Per shift	\$13.44	\$13.91	\$14.33	\$14.76
33.2	In charge shift allowance	Per shift worked by an RN during an allocated in charge shift	see below			
		100 residents or less	\$11.80	\$12.21	\$12.58	\$12.96
		More than 100 residents	\$17.69	\$18.31	\$18.86	\$19.43
33.4	Leading hand allowance	2 -5 Employees - paid hourly	\$0.73	\$0.76	\$0.78	\$0.80
		6 - 10 Employees - paid hourly	\$1.04	\$1.08	\$1.11	\$1.14
		11-15 Employees - paid hourly	\$1.32	\$1.37	\$1.41	\$1.45
		16 - 19 Employees - paid hourly	\$1.62	\$1.68	\$1.73	\$1.78
34.3	Medication Shift Allowance	Per hour worked by a Nursing Assistant during an allocated medication administration shift	\$1.16	\$1.20	\$1.24	\$1.28
35.3	Uniform Allowance	Per hour worked, up to a maximum 38 hours per week	\$0.23	\$0.24	\$0.25	\$0.26
35.4	Laundry Allowance	Per hour worked by a Nursing Employee, up to a maximum 38 hours per week	\$0.05	\$0.05	\$0.05	\$0.05
		Per hour worked by a Non- Nursing employee, up to a maximum 38 hours per week	\$0.05	\$0.05	\$0.05	\$0.05
36.1	Tool Allowance	Per hour worked where tools aren't provided	\$0.37	\$0.38	\$0.39	\$0.40

37.1	Motor vehicle Allowance	Per kilometre travelled	\$1.01	\$1.05	\$1.08	\$1.11
38.1	Meal Allowance for overtime	After 1 hour of overtime worked, per occasion	\$15.47	\$16.01	\$16.49	\$16.98
		After 4 hours of overtime worked, per occasion	\$13.95	\$14.44	\$14.87	\$15.32
39	Nauseous Linen Allowance	Per hour when handling nauseous linen	\$0.53	\$0.55	\$0.57	\$0.59
40	Nursing Assistant Studying Nursing Allowance	Paid hourly. Requires completion of one year study and ongoing enrolment in a course of study that, if successfully completed, will allow registration with AHPRA as a Registered Nurse.	n/a	\$0.38	\$0.39	\$0.40
41	Continuing Education Allowance	Certificate Allowance - paid hourly	\$0.58	\$0.60	\$0.62	\$0.64
		Diploma Allowance - paid hourly	\$0.68	\$0.70	\$0.72	\$0.74
		Masters Allowance - paid hourly	\$0.75	\$0.78	\$0.80	\$0.82
		EN Certification 4 - paid hourly	\$0.36	\$0.37	\$0.38	\$0.39

Schedule 5 - Altering the effect of this Agreement for Individual Flexibility

What is this schedule about?

- 1.1 This schedule provides flexibility to cater for individual circumstances that aren't specifically accommodated by this Agreement, by allowing an individual Employee to make an Individual Flexibility Arrangement (**IFA**) with Estia Health.
- 1.2 The objectives of the schedule are to ensure that:
 - (a) individual Employees who want special arrangements to suit their personal circumstances may apply for them, even if the arrangements they want wouldn't suit or be acceptable to the majority of other Employees or their unions; and
 - (b) wherever possible, Estia Health has the freedom to accommodate specific Employee circumstances in ways that ensures the individual Employees are better off but can achieve this in a way which is cost neutral for the business and/or doesn't affect Estia Health's operations negatively.

2 What is an IFA, and how do they work?

- 2.1 An IFA is a legal agreement between an individual Employee and Estia Health that is recognised under the Act. An IFA changes the way this Agreement applies to the Employee who made the IFA, but it doesn't affect the way the Agreement applies to other Employees.
- 2.2 IFAs will only be effective if they comply with this schedule and with the Act. Estia Health must ensure the Employee is better off overall under the IFA than they would be without it. Estia Health also has to give the Employee a copy of the IFA within 14 days after it is agreed to.
- 2.3 IFAs must specify the date when the changed arrangements will start. This may be the day the IFA is signed, or a later date (for example, the beginning of the next pay fortnight).
- 2.4 From the agreed start date, the IFA overrides the effect of this Agreement, as specified in the IFA. All other provisions of this Agreement (which haven't been amended by the IFA) continue to apply to the Employee as they would if no IFA had been made.
- 2.5 An IFA is legally binding on Estia Health and the individual Employee it applies to.
- 2.6 An agreement under this clause can only be entered into after the individual Employee has commenced employment with Estia Health.

3 Which Agreement provisions can be changed using an IFA?

- 3.1 An IFA can be used to change the effect of the terms concerning:
 - (a) arrangements for when work is performed;
 - (b) overtime rates;

- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

Other provisions in this Agreement cannot be changed by using an IFA. An IFA cannot be used to "opt out" of or exempt an Employee from this Agreement completely.

4 Can Employees be forced to sign an IFA?

Employees cannot be forced to sign an IFA. An IFA can only be made if it is genuinely agreed to by both Estia Health and the individual Employee concerned. If you don't genuinely understand and agree to the terms in an IFA document, you shouldn't sign it!

5 Cooling off period

- 5.1 As an added protection, all IFAs under this Agreement are subject to a cooling off period. This means that if an Employee changes their mind after signing an IFA, they can cancel it by notifying Estia Health within 7 days after signing the IFA.
- 5.2 If an Employee exercises their cooling off rights after the arrangements in the IFA have already started, then the IFA will continue to operate but only until the end of the first pay period.
- 5.3 If an Employee exercises their cooling off rights before the arrangements in the IFA have started, those arrangements won't start at all.

6 What happens when an IFA is no longer wanted or needed?

- 6.1 IFAs can be terminated in accordance with this schedule. When an IFA is terminated, the Employee's terms and conditions will go back to the standard terms and conditions under this Agreement.
- 6.2 Estia Health and the Employee can agree to terminate an IFA at any time (eg, if circumstances change). The termination agreement needs to be in writing.
- 6.3 If the Employee no longer wants an IFA to apply to them, they can end it (without Estia Health's agreement) by giving notice to Estia Health in writing. Estia Health can require up to 28 days' notice before the IFA ends but may choose to waive part of that period and terminate the IFA sooner if the Employee also agrees.
- 6.4 If Estia Health no longer wants an IFA to apply to an Employee, they can end it (without the Employee's agreement) by giving the Employee notice in writing. The Employee is entitled to 28 days' notice before the IFA ends, but they may choose to waive part of that period and terminate the IFA sooner if Estia Health also agrees.

7 Other Requirements

- 7.1 Estia Health must ensure that:

- (a) each IFA is about permitted matters under section 172 of the Act;
- (b) IFAs do not contain any unlawful terms under section 194 of the Act;
- (c) each IFA results in the relevant Employee being better off overall than the Employee would be if no IFA was made; and
- (d) every IFA:
 - (i) is in writing;
 - (ii) includes Estia Health's name and the Employee's name;
 - (iii) is signed by Estia Health, the Employee and, if the Employee is under 18 years of age, by a parent or guardian of the Employee;
 - (iv) states the day on which the IFA commences; and
 - (v) includes details of:
 - A. the terms of the Agreement that will be varied by the IFA;
 - B. how the IFA will vary the effect of the terms; andhow the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA.

Schedule 6 - Grandparenting of Existing Conditions

1. Application: This schedule applies only to Employees employed by Estia Health on or before 13 February 2018.
2. Long Service Leave: Where this schedule applies to an Employee:
 - (a) Long service leave entitlements shall be calculated at the following rates, which are more generous than the Industrial relations Act 2016
 - (b) If the *Cook Care QLD and QNU Nurses' EA 2014* or *Estia Health Health and AWU-Queensland Aged Care Employees EA 2014* applied to the Employee immediately before 13 February 2018 and the Employee's employment ends for any reason, on termination the Employee will be paid ordinary pay in lieu of long service leave as set out in clause 3 of schedule 6 below (less any payment already made for any long service leave taken during the employment period).
3. **Quantum of Long Service Leave**
 - (a) An Employee is entitled to long service leave on full pay of:
 - (i) for the first 10 years continuous service-8.6667 weeks; and
 - (ii) if the Employee has completed at least a further 5 years continuous service-another period that bears to 8.6667 weeks the proportion that the Employee's further period of continuous service bears to 10 years.
 - (b) An Employee who has completed at least 7 years continuous service is entitled to a proportionate payment for long service leave on the termination of the Employee's service.
 - (c) Long service leave is exclusive of a public holiday that falls during the period of the leave.
 - (d) Proportionate payment means a payment equal to the Employee's full pay for a period that bears to 8.6667 weeks the proportion that the Employee's period of continuous service (stated in years, and a fraction of a year if necessary) bears to 10 years.
 - (e) Employees will be able to access accruals of long service leave after seven years continuous service.
 - (f) Estia Health shall give to each Employee at least one month's notice of the date from which it is proposed that the Employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the home, or, where Estia Health and the Employee agree, such leave may be postponed to an agreed date.
 - (g) If the Employee and employer cannot agree, Estia Health may decide when the Employee is to take leave by giving the Employee at least 3 months written notice of the date on which the Employee must take at least 4 weeks long service leave.

4. Accumulation and Taking of Accrued Days Off (ADO's):

If the *Cook Care QLD and QNU Nurses' Enterprise Agreement 2014* or the *Estia Health Health and AWU - Queensland Aged Care Employees Enterprise Agreement 2014* applied to the a full-time Employee immediately before 13 February 2018 and they are rostered to and work a shift pattern whereby in a period of 28 calendar days of not more than 19 work days in a roster cycle the twentieth day may be taken as an ADO then this schedule and the following applies to an Employee:

- (a) Accrued ADO's will be taken within 12 months of the date on which the first full ADO accrued;
- (b) With the consent of Estia Health ADO's may be accumulated to a maximum of five in any one year;
- (c) Where an Employee's employment is terminated for any reason, accumulated ADO's will be paid to the Employee at ordinary rates;
- (d) Where the Employee schedules the taking of ADO's it will inform Estia Health as part of the next full roster cycle and will take into account the needs of the workplace and preferences of relevant Employee/s;
- (e) Wherever possible ADOs will be consecutive with rostered days off;
- (f) Once set ADO's may not be changed except in accordance with clause 22 Rosters of this Agreement; and
- (g) ADOs will not be rostered on public holidays.

SIGNATORIES

I am authorised to sign this Agreement on behalf of Estia Health Investments Pty Ltd

SIGNATURE

PRINT NAME AND TITLE

Address: Level 2/1155 Camberwell Road, Camberwell, Victoria, 3124.

Date: 2024

I am authorised to sign this Agreement as the nominated Employee bargaining representative on behalf of the Queensland Nurses and Midwives' Union

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated Employee bargaining representative on behalf of The Australian Workers' Union – Queensland Branch

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated Employee bargaining representative on behalf of the United Workers Union – Queensland Branch

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated Employee bargaining representative on behalf of the Health Services Union – Queensland Branch

SIGNATURE

PRINT NAME AND TITLE

Address:

Date: