



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Uniting Church in Australia Property Trust (Tas) T/A Uniting  
AgeWell**  
(AG2014/10672)

### **UNITING AGEWELL ENTERPRISE AGREEMENT (TASMANIA) 2014- 2018**

Tasmania

COMMISSIONER LEE

MELBOURNE, 16 JANUARY 2015

*Application for approval of the Uniting AgeWell Enterprise Agreement (Tasmania) 2014-2018.*

[1] An application has been made for approval of a single enterprise agreement known as the *Uniting AgeWell Enterprise Agreement (Tasmania) 2014 - 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Uniting Church in Australia Property Trust (Tas) T/A Uniting AgeWell (the Applicant).

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Nursing and Midwifery Federation and Health Services Union of Australia, Tasmanian Branch, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement was approved on 16 January 2015 and, in accordance with s.54, will operate from 23 January 2015. The nominal expiry date of the Agreement is 31 July 2018.



COMMISSIONER

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## ANNEXURE A



Fair Work Commission

Level 4,

11 Exhibition St

Melbourne, 3000

By email: chambers.lee.c@fwc.gov.au

8 January 2015

**AG2014/10672 - Application by Uniting AgeWell to approve the Uniting AgeWell Enterprise Agreement (Tasmania) 2014-2018 (the Agreement)**

### **UNDERTAKINGS**

UnitingAgeWell provides that the following undertakings for the Uniting AgeWell Enterprise Agreement (Tasmania) 2014 -2018 shall be in operation for the life of the Agreement.

In accordance with section 190(3) of the Fair Work Act 2009, Uniting AgeWell provides that the following undertakings:

1. Clause 44 – additions

Replace clause 44 with the following (additional words in bold):

**44 Compassionate / Bereavement Leave**

The provisions of this clause apply to full-time and regular part-time employees but do not apply to casual employees. The entitlements of casual employees are set out in clause 42.14.

44.1 Paid leave entitlement

An employee shall on notice, on each occasion, be entitled:

1. 44.1 (a) On the death, or serious illness/*injury* of a member of their immediate family, *or a member of their household*, to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in three (3) ordinary days, provided that no payment shall be made in respect of an employee's rostered days off. Proof such as death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer; or
2. 44.1 (b) On the death or serious illness/*injury* of a mother, father, partner, sibling or child to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in an ordinary week, provided that no payment shall be made in respect of an employee's rostered days off. Proof such as death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer.



3. 44.1 (c) An employee may take compassionate leave for a particular permissible occasion as:
  1. a single period; or
  2. two separate periods; or
  3. any other periods agreed by UA and the employee
4. 44.1 (d) In addition to clause 0 (b), on the death of a mother, father, partner, sibling or child to leave without deduction of pay for a period of up to 3 consecutive days personal leave provided that a statutory declaration is provided that the employee notifies UA in advance of the leave to be taken and provides a statutory declaration

44.2 Unpaid compassionate/bereavement leave

An employee may take unpaid compassionate/ bereavement leave by agreement with the employer.

2. Clause 45 – Addition

Include the following words at the beginning of clause 45 ***“In addition to the entitlements as provided for in the NES, and...”*** as part of its commitment to the wider community...

3. Amendment to **Schedule A – Pay Schedule** – As attached

Errors identified to pay rates for the following:

- Services employee, Level 2 – increase to reflect current rate
- Services employee, Level 3 – increase to reflect current rate
- Extended Care Assistant, Level 2 – increase to reflect current rate
- Uniform – Nurses – per week – rate provided
- Spelling error corrected
- Remove ECA Level 5 (ECA Hostel Supervisor) ACE Level 7 in the wage schedule and insert ECA Level 5 (ECA Team Leader) ACE Level 5 in the wage schedule
- At Appendix A – Employment Classifications replace 4.2.7 Senior Extended Care Assistant – Hostel Supervisor / Team Leader – ACC Level 7 with as follows:

Senior Extended Care Assistant –Team Leader – ACC Level 5

- Means an employee who provides direct care to residents in accordance with routines established by the employer and be subject to minimal supervision and shall use a significant degree of discretion.
- In order to progress to ECA Team Leader an employee
- a) must be appointed in writing to a position Team Leader with responsibility for the supervision and co-ordination of direct care for a number of residents including the co-ordination of other staff, work allocation, and guidance.
- Remove (excluding Nurses) at Foul and Nauseous Allowance
- Amendments to Community rates of pay



4. Replace Health and Community Services Union (Tasmanian Branch) with Health Services Union, Tasmanian Branch at clause 4 and clause 73.

**5. Clause 53 – amendments**

- a. Replace clause 53.3 e) with the following:

e) *For full-time employees only - in 152 hours per four week period to be worked as nineteen shifts each of eight hours.*

- b. New subclause

*53.5.3 b) Where a Part-time shift worker is required to work in accordance with a roster, the ordinary hours of work for that employee shall not exceed:*

- i. 8 in any one day, or 10 hours by agreement; nor*
- ii. 76 in any fortnight.*

6. Clause 39.4 – Replace clause 39.4

**Current**

39.4 Additional Leave

39.4.1 For the purpose of annual leave a shift worker is defined as

39.4.2 An employee who is regularly rostered and required to work their ordinary hours of not less than four hours per shift on 20 or more weekend days in that year, and shall, in addition to the annual leave prescribed in subclause 39.3, be allowed an additional 38 hours leave, pro-rata for part-time employees.

**Proposed**

39.4 Additional Leave

For the purpose of annual leave a shift worker is defined as

39.4.1 For employees (excluding nurses) working in Residential Aged Care services:

An employee who is regularly rostered and required to work their ordinary hours outside of the ordinary hours of a Day Worker as defined in clause 2.7, and/or works for more than four ordinary hours on 10 or more weekends in that year

39.4.2 For all other employees:

An employee who is regularly rostered and required to work their ordinary hours of not less than four hours per shift on 10 or more weekend days in that year

Such employees as defined at clause 39.4.1 and 39.4.2 shall, in addition to the annual leave prescribed in subclause 39.3, be allowed an additional 38 hours leave, pro-rata for part-time employees.

These undertakings are made according to section 190 of the Fair Work Act and the employer understands that these undertakings will be taken to be terms of the Agreement, pursuant to section 191 of the Act.



Helen Baker  
General Manager Human Resources & Community Relations, Uniting AgeWell

Signed..... *JHB Baker* .....

Date..... *8-1-15* .....

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[james@hacsutas.net.au](mailto:james@hacsutas.net.au)

**SCHEDULE A – PAY SCHEDULE****Aged Care Employees**

First Full Pay Period On Or After

<b>Aged Care Employees</b>	<b>Current</b>	<b>Upon approval</b>	<b>1/07/2015</b>	<b>1/07/2016</b>	<b>1/07/2017</b>	<b>1/07/2018</b>
<b>Aged care employee, Level 1</b>		3.25%	3.25%	3.25%	3.25%	2%
Administrative employee, entry level	\$18.72	\$19.33	\$19.96	\$20.61	\$21.28	\$21.70
Services employee, Level 1	N/A	N/A	N/A	N/A	N/A	N/A
<b>Aged care employee, Level 2</b>						
Administrative employee, Level 1a	\$19.26	\$19.89	\$20.53	\$21.20	\$21.89	\$22.33
Administrative employee, Level 1b	\$19.63	\$20.27	\$20.93	\$21.61	\$22.31	\$22.76
Services employee, Level 2	\$18.67	\$19.28	\$19.90	\$20.55	\$21.22	\$21.64
Extended care assistant, Level 1	N/A	N/A	N/A	N/A	N/A	N/A
Driver - under 1 ton	\$21.79	\$22.50	\$23.23	\$23.99	\$24.77	\$25.26
<b>Aged care employee, Level 3</b>						
Administrative employee, Level 2a	\$19.86	\$20.50	\$21.17	\$21.86	\$22.57	\$23.02
Administrative employee, Level 2b	\$20.22	\$20.88	\$21.56	\$22.26	\$22.98	\$23.44
Administrative employee, Level 3a	\$20.67	\$21.34	\$22.04	\$22.75	\$23.49	\$23.96
Administrative employee, Level 3b	\$20.97	\$21.65	\$22.35	\$23.08	\$23.83	\$24.31
Extended care assistant, Level 2	\$19.41	\$20.04	\$20.69	\$21.36	\$22.06	\$22.50
Services employee, Level 3	\$19.41	\$20.04	\$20.69	\$21.36	\$22.06	\$22.50
<b>Aged care employee, Level 4</b>						
Administrative employee, Level 4	\$21.41	\$22.11	\$22.83	\$23.57	\$24.34	\$24.82
Services employee, Level 4	\$19.97	\$20.62	\$21.29	\$21.98	\$22.70	\$23.15
ECA, Level 3 (cert 3)	\$19.70	\$20.34	\$21.00	\$21.69	\$22.39	\$22.84
Extended care assistant, Level 4	\$20.01	\$20.66	\$21.33	\$22.03	\$22.74	\$23.20
Leisure & Lifestyle (cert 4)	\$20.01	\$20.66	\$21.33	\$22.03	\$22.74	\$23.20
<b>Aged care employee, Level 5</b>						
Administrative employee, Level 5	\$22.09	\$22.81	\$23.55	\$24.32	\$25.11	\$25.61
Extended care assistant, Level 5 (Diploma)	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Extended care assistant, Team Leader	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Leisure & Lifestyle (Diploma)	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Services employee, Level 5	\$21.13	\$21.82	\$22.53	\$23.26	\$24.02	\$24.50
<b>Aged care employee, Level 6</b>						
Services employee, Level 6	\$21.80	\$22.51	\$23.24	\$24.00	\$24.78	\$25.27
Administrative employee, Level 6	\$22.84	\$23.58	\$24.35	\$25.14	\$25.96	\$26.48
<b>Aged care employee, Level 7</b>						
Administrative employee, Level 7	\$23.99	\$24.77	\$25.58	\$26.41	\$27.27	\$27.81
Services employee, Level 7	\$22.54	\$23.27	\$24.03	\$24.81	\$25.62	\$26.13
Services employee, Level 8	\$23.11	\$23.87	\$24.64	\$25.44	\$26.27	\$26.79
Senior Admin	\$24.80	\$25.60	\$26.43	\$27.29	\$28.18	\$28.74

**Community Employees**                      **First Full Pay Period On Or After**

Classification	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
Home Care		3.25%	3.25%	3.25%	3.25%	2%
Home Care level 1	\$20.56	\$21.23	\$21.92	\$22.63	\$23.36	\$23.83
Home Care level 2	\$21.27	\$21.96	\$22.68	\$23.41	\$24.18	\$24.66
Home Care level 3	\$21.92	\$22.63	\$23.37	\$24.13	\$24.91	\$25.41
CSE, Level 1, Grade 1	\$18.51	\$19.11	\$19.73	\$20.37	\$21.03	\$21.45
CSE, Level 1, Grade 2	\$19.18	\$19.80	\$20.45	\$21.11	\$21.80	\$22.23
CSE, Level 2, Grade 1	\$19.92	\$20.65	\$21.32	\$22.01	\$22.73	\$23.18
CSE, Level 2, Grade 2	\$20.60	\$21.30	\$21.99	\$22.71	\$23.44	\$23.91
CSE, Level 2B, Grade 1	\$20.60	\$21.95	\$22.66	\$23.40	\$24.16	\$24.64
CSE, Level 2B, Grade 3	\$21.88	\$22.59	\$23.33	\$24.08	\$24.87	\$25.36
CSE, Level 3, Grade 1	\$21.27	\$22.68	\$23.42	\$24.18	\$24.96	\$25.46
CSE, Level 3, Grade 2	\$21.88	\$23.34	\$24.10	\$24.88	\$25.69	\$26.20
CSE, Level 3, Grade 3	\$23.07	\$23.83	\$24.60	\$25.40	\$26.23	\$26.75
CSE, Level 4, Grade 1	\$25.61	\$26.45	\$27.31	\$28.19	\$29.11	\$29.69
CSE, Level 4, Grade 2	\$26.30	\$27.15	\$28.04	\$28.95	\$29.89	\$30.49
CSE, Level 4, Grade 3	\$26.98	\$27.86	\$28.76	\$29.70	\$30.66	\$31.28
CSE, Level 5, Grade 1	\$27.04	\$28.18	\$29.10	\$30.04	\$31.02	\$31.64
CSE, Level 5, Grade 2	\$27.77	\$28.79	\$29.73	\$30.69	\$31.69	\$32.32
CSE, Level 5, Grade 3	\$28.49	\$29.46	\$30.42	\$31.41	\$32.43	\$33.08
CSE, Level 6, Grade 1	\$29.05	\$30.32	\$31.31	\$32.32	\$33.37	\$34.04
CSE, Level 6, Grade 2	\$29.84	\$30.99	\$32.00	\$33.04	\$34.11	\$34.79
CSE, Level 6, Grade 3	\$30.62	\$31.67	\$32.70	\$33.76	\$34.86	\$35.56
CSE, Level 7, Grade 1	\$31.92	\$32.95	\$34.02	\$35.13	\$36.27	\$37.00
CSE, Level 7, Grade 2	\$32.78	\$33.84	\$34.94	\$36.08	\$37.25	\$38.00
CSE, Level 7, Grade 3	\$33.64	\$34.74	\$35.86	\$37.03	\$38.23	\$39.00
CSE, Level 8, Grade 1	\$34.24	\$35.35	\$36.50	\$37.69	\$38.91	\$39.69

**Enrolled Nurses**                                      **First Full Pay Period On Or After**

Classification	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
Enrolled Nurse		3.25%	3.25%	3.25%	3.25%	2%
Pay Point 1	\$23.34	\$24.10	\$24.88	\$25.69	\$26.53	\$27.06
Pay Point 2	\$23.83	\$24.61	\$25.41	\$26.23	\$27.09	\$27.63
Pay Point 3	\$24.33	\$25.12	\$25.94	\$26.78	\$27.65	\$28.20
Pay Point 4	\$24.82	\$25.63	\$26.46	\$27.32	\$28.21	\$28.78
Pay Point 5	\$25.32	\$26.14	\$26.99	\$27.87	\$28.77	\$29.35
P.P 6 – entry Med End	\$25.69	\$26.53	\$27.39	\$28.28	\$29.20	\$29.79
Pay Point 7	\$26.19	\$27.04	\$27.92	\$28.83	\$29.76	\$30.36
Pay Point 8 - EN Team Leader	\$28.27	\$29.18	\$30.13	\$31.11	\$32.12	\$32.77



**Registered Nurses****First Full Pay Period On Or After**

Classification	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
<b>Registered Nurse - Level 1</b>		3.25%	3.25%	3.25%	3.25%	2%
1st year of service	\$25.57	\$26.40	\$27.25	\$28.14	\$29.05	\$29.64
2nd year- Entry Level	\$26.80	\$27.67	\$28.57	\$29.50	\$30.46	\$31.07
3rd year of service	\$28.04	\$28.95	\$29.89	\$30.86	\$31.87	\$32.50
4th year of service	\$29.28	\$30.23	\$31.21	\$32.22	\$33.27	\$33.94
5th year of service	\$30.51	\$31.50	\$32.53	\$33.58	\$34.68	\$35.37
6th year of service	\$31.75	\$32.78	\$33.85	\$34.95	\$36.08	\$36.80
7th year of service	\$32.98	\$34.06	\$35.16	\$36.31	\$37.49	\$38.24
8th year of service	\$34.22	\$35.33	\$36.48	\$37.67	\$38.89	\$39.67
<b>Registered Nurse - Level 2</b>						
1st year of service	\$35.46	\$36.61	\$37.80	\$39.03	\$40.30	\$41.10
2nd year of service	\$36.28	\$37.46	\$38.68	\$39.93	\$41.23	\$42.06
3rd year of service	\$37.11	\$38.31	\$39.56	\$40.84	\$42.17	\$43.01
4th year of service	\$37.93	\$39.16	\$40.44	\$41.75	\$43.11	\$43.97
<b>Registered Nurse - Level 3</b>						
1st year of service	\$39.48	\$40.76	\$42.08	\$43.45	\$44.86	\$45.76
2nd year of service	\$40.40	\$41.72	\$43.07	\$44.47	\$45.92	\$46.84
3rd year of service	\$41.33	\$42.67	\$44.06	\$45.49	\$46.97	\$47.91
4th year of service	\$42.26	\$43.63	\$45.05	\$46.51	\$48.02	\$48.99
Care Manager	\$44.28	\$45.72	\$47.20	\$48.74	\$50.32	\$51.33
<b>Registered nurse—level 4</b>						
Grade 1 1-30 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 2 31- 60 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 3 61 – 90 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 4 91 – 120 beds	\$50.81	\$52.46	\$54.17	\$55.93	\$57.74	\$58.90
<b>Registered nurse—level 5</b>						
Grade 1 1 – 30 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 2 31 – 60 beds	\$50.81	\$52.46	\$54.17	\$55.93	\$57.74	\$58.90
Grade 3 61 – 90 beds	\$54.42	\$56.19	\$58.01	\$59.90	\$61.84	\$63.08
Grade 4 91 – 120 beds	\$58.54	\$60.44	\$62.40	\$64.43	\$66.53	\$67.86

**Allowances**

<b>RN Post Graduate Allowance - Graduate Certificate</b>	4% of hourly rate
<b>RN Post Graduate Allowance - Postgraduate Diploma</b>	6.5% of hourly rate
<b>RN Post Graduate Allowance - Masters or Doctorate</b>	7.5% of hourly rate
<b>EN Certificate Allowance - 6 months</b>	4% of hourly rate
<b>EN Certificate Allowance - 12 months</b>	6.5% of hourly rate
<b>Buddy shift - community in-home carers</b>	10% of hourly rate

Allowances	First Full Pay Period On Or After					
	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
		3.25%	3.25%	3.25%	3.25%	2%
<b>Uniform - General - per hour</b>	\$0.12	\$0.16	\$0.17	\$0.17	\$0.18	\$0.18
- per week	\$4.37	\$6.24	\$6.44	\$6.65	\$6.87	\$7.01
<b>Uniform - Nurses - per week</b>	\$4.46	\$6.24	\$6.44	\$6.65	\$6.87	\$7.01
<b>Foul and Nauseous Allowance - per hour</b>	\$0.27	\$0.28	\$0.29	\$0.30	\$0.31	\$0.31
<b>Mobile Phone - per week</b>	\$6.56	\$6.77	\$6.99	\$7.22	\$7.46	\$7.60
<b>First Aid - Community - per week</b>	\$11.69	\$12.07	\$12.46	\$12.87	\$13.29	\$13.55
<b>On Call</b>						
<b>Community M-F - per 24 hour period</b>	\$25.13	\$25.95	\$26.79	\$27.66	\$28.56	\$29.13
<b>Community Weekend per 24 hour period</b>	\$50.21	\$51.84	\$53.53	\$55.27	\$57.06	\$58.20
<b>Nurses - per hour - or</b>	\$2.12	\$2.19	\$2.26	\$2.33	\$2.41	\$2.46
minimum payment per on-call period	\$21.22	\$21.91	\$22.62	\$23.36	\$24.12	\$24.60
<b>General staff - per hour - or</b>	\$0.91	\$0.94	\$0.97	\$1.00	\$1.03	\$1.05
minimum payment per 24 hours	\$9.07	\$9.36	\$9.67	\$9.98	\$10.31	\$10.51
<b>In-Charge - RN - per shift</b>	\$21.85	\$24.00	\$24.78	\$25.59	\$26.42	\$26.95
<b>In-Charge - EN - per shift</b>	N/A	\$21.85	\$22.29	\$23.01	\$23.76	\$24.23
<b>Preceptor - per hour</b>	\$2.19	\$2.26	\$2.33	\$2.41	\$2.49	\$2.54
<b>Buddy - Residential</b>	N/A	\$1.50	\$1.55	\$1.60	\$1.65	\$1.68
<b>Tool - per hour</b>	\$0.22	\$0.23	\$0.23	\$0.24	\$0.25	\$0.26
<b>EN Team Leader Allowance (excluding pay point 8)- per hour</b>	\$2.08	\$2.15	\$2.22	\$2.29	\$2.36	\$2.41
<b>Higher Duties - RN - per shift</b>	\$12.49	\$12.90	\$13.32	\$13.75	\$14.19	\$14.48
<b>Meal - Overtime of 2hrs plus</b>	\$5.46	\$11.96	\$12.35	\$12.75	\$13.16	\$13.43
<b>Meal charges -</b>						
Two or three courses	\$4.70	\$4.85	\$5.01	\$5.17	\$5.34	\$5.45
Single hot or cold main course	\$3.61	\$3.73	\$3.85	\$3.97	\$4.10	\$4.18
Single (other) course, i.e. soup or sweet	\$3.28	\$3.39	\$3.50	\$3.61	\$3.73	\$3.80
All breakfasts	\$3.28	\$3.39	\$3.50	\$3.61	\$3.73	\$3.80
<b>Meal away from location</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Breakfast	\$7.92	\$8.18	\$8.44	\$8.72	\$9.00	\$9.18
Lunch	\$8.74	\$9.02	\$9.32	\$9.62	\$9.93	\$10.13
Dinner	\$15.41	\$15.91	\$16.43	\$16.96	\$17.51	\$17.86
Employee provided	\$2.46	\$2.54	\$2.62	\$2.71	\$2.80	\$2.85



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

# Uniting AgeWell Enterprise Agreement (Tasmania)

2014 – 2018

28 OCT 2014

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## **SECTION A - SCOPE OF THIS AGREEMENT**

### **1 NAME OF AGREEMENT**

This Agreement shall be called the *Uniting AgeWell Enterprise Agreement (Tasmania) 2014 – 2018* the Agreement).

### **2 DEFINITIONS**

For the purposes of this Agreement

- 2.1 **'Act'** means *Fair Work Act 2009* as amended from time to time
- 2.2 **'ACAS Classification'** means the classification given to a resident under the *Aged Care Act 1997 (Cth)*
- 2.3 **'Afternoon shift'** means a shift concludes between the hours of 7:00 pm and midnight.
- 2.4 **'Agreement'** means this Enterprise Agreement
- 2.5 **'Casual employee'** means a person who:
  - 2.5.1 is engaged on an irregular, as and when required basis; or
  - 2.5.2 relieves permanent employees; or
  - 2.5.3 is engaged temporarily for specific duties for a period not exceeding six weeks; and
  - 2.5.4 is paid a loading in lieu of accruing entitlements to paid leave.
  - 2.5.5 Relevant or ordinary hourly rate for Nurses includes the 25% casual loading.
- 2.6 **'Day shift'** means a shift worked between the hours of 6:00am and 6:00pm for Nurses, and 6:00am and 7:00pm for all other staff but does not included Saturday or Sunday.
- 2.7 **'Day worker'** means an employee whose ordinary hours of work are performed between 7:00am and 7:00pm for Nurses, and 6:00am and 7:00pm for all other staff, on the days Monday to Friday inclusive.
- 2.8 **'Executive staff'** means a person appointed to the classification of Administrative employee level 7 or higher or a Director of Nursing, however titled.
- 2.9 **'Full time employee'** means a person engaged to work for the full ordinary hours as prescribed.
- 2.10 **'FWC'** means Fair Work Commission or any successor organisation established under the Commonwealth legislation which performs the functions of conciliation and arbitration under the Act.

- 2.11 **'Immediate Family'** means the Employee's partner (of either sex), parent (including step parent and foster parent), sibling, child (including adopted child, a step child, ex-nuptial child and adult child), grandchild or next-of-kin; or a child, parent, grandparent, grandchild or sibling of a partner of an Employee.
- 2.12 **'NES'** means the National Employment Standards as described in Part 2.2 of the *Fair Work Act 2009*.
- 2.13 **'Night shift'** means a shift that is not day work, or a day shift or afternoon shift.
- 2.14 **'Ordinary Rate of Pay' or 'Relevant agreement rate'** means the rate of pay received for working ordinary time hours, as applicable to that employee in the appropriate classification, excluding penalties, loadings and allowances.
- 2.15 **'Part-time employee'** means an employee, other than a full-time or casual employee, engaged to work regularly in each pay period for less hours than an equivalent full-time employee.
- 2.16 **'Roster'** means a work pattern designed for a specific work area for all or any work performed outside the span or ordinary hours contained in Clause 53 - Hours, excluding work performed outside the span of hours and paid in accordance with Clause 54- Overtime.
- 2.17 **'Shift worker'** means an employee other than a day worker.
- 2.18 **'UA'** means Uniting AgeWell
- 2.19 **'Year of service'** shall mean 1976 hours of actual service in an approved establishment, including approved paid leave.
- 2.20 **'Registered Nurse definitions'**
- 2.20.1 'Registered Nurse definitions, means a person whose name appears as a Registered Nurse on the register maintained by the Australian Health Practitioner Regulatory Agency on behalf of the Nursing and Midwifery Board of Australia.
- 2.21 **Enrolled Nurse Enrolled Nurse definitions**
- 2.21.1 **'Enrolled Nurse'** means a person whose name appears on the register as an Enrolled Nurse maintained by the Australian Health Practitioner Regulatory Agency on behalf of the Nursing and Midwifery Board of Australia.
- 2.22 **Aged and Community Care (ACC) Employees Definitions**
- 2.22.1 **'ACC Employee'** means an Employee other than a Registered or Enrolled Nurse whose employment would, but for this Agreement, be regulated by the *Aged Care Award 2010, the Social, Community, Home Care and Disability Services Industry Award 2010 or the Health Professionals and Support Services Award 2010*

### 3 PURPOSE OF AGREEMENT

#### 3.1 Key purpose

The key purpose of the Agreement is to achieve a stable industrial relations framework at the enterprise level of Uniting AgeWell Tasmania (UA) in order to assist individuals to improve their efficiency, quality of services and business performance.

The Agreement seeks to create an environment whereby there can be further investment in the future growth and development of UA aged care services, a critical factor in ensuring medium to long term viability.

#### 3.2 Commitment to Quality Care

UA is committed to the highest quality of care. Service delivery is constantly reviewed, to achieve best practice, in provision of client care.

#### 3.3 Commitment to fair wages and professional development

The parties acknowledge the valuable contribution made to the aged care sector by the nursing, aged and community staff. UA acknowledges its ongoing commitment to pay fair wages and to the provision of professional development opportunities for its staff.

#### 3.4 Productivity

The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of client care, to further improve productivity and enhance job satisfaction, security and remuneration.

#### 3.5 Communication and Cooperation

The Agreement aims at continually improving communication and cooperation at the workplace level between management and staff. The Agreement recognises the important contribution of all aged care staff in ensuring the organisation's future.

#### 3.6 Best practice

The Agreement commits the enterprise and its workforce which is covered by this agreement to achieve best practice standards in all aspects of the operations of the business.



#### **4 SCOPE OF AGREEMENT AND PARTIES BOUND**

The Agreement shall apply to Uniting AgeWell Victoria (UA) in respect to its residential and community aged care services in Tasmania.

AND

Australian Nursing & Midwifery Federation (Tasmania Branch)

AND

Health and Community Services Union (Tasmanian Branch)

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

#### **5 DATE AND PERIOD OF OPERATION**

This Agreement shall commence operation from the 7<sup>th</sup> day after the Agreement is approved by Fair Work Commission (FWC) and shall remain in force until 31 July 2018 and thereafter in accordance with the *Fair Work Australia Act 2009* (the Act).

The parties agree that discussions shall commence for a new Agreement no later than three months prior to 31 July 2018.

#### **6 RELATIONSHIP TO PREVIOUS CERTIFIED AGREEMENTS**

This Agreement wholly replaces the 2011 - 2014 Agreement in respect of Uniting Aged Care (Tasmania) residential and community aged care sites and any other certified agreement binding on an Employer bound by this Agreement that

- binds an Employer; and
- applies to the employment of persons to whom this Agreement applies; and
- has a nominal expiry date which has passed.

#### **7 RELATIONSHIP TO AUSTRALIAN FAIR PAY AND CONDITIONS STANDARDS AND NATIONAL EMPLOYMENT STANDARDS**

The parties acknowledge that this agreement prescribes entitlements that are also prescribed by the *National Employment Standards (NES)* in the *Fair Work Act 2009*. These include but are not limited to annual leave, personal / carers leave, compassionate leave, parental leave and community services leave. The parties to this agreement acknowledge that these agreement terms only have affect to the extent that they do not result in any overall detriment to an employee in terms of the NES.

#### **8 SAVINGS CLAUSE**

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

## **9 NO EXTRA CLAIMS**

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

Subject to the Employer meeting its obligations to consult including those arising under this agreement or a contract of employment binding on the Employer it is not the intent of this provision to restrict, inhibit or limit the employer's right or ability to introduce change at the workplace.

## **10 PRODUCTIVITY GAINS AND SPECIFIC ISSUES AT ENTERPRISE LEVEL**

The parties to this Agreement are committed to positively identifying and implementing measures to improving productivity and efficiency at the enterprise level during the life of this Agreement.

## **11 ACCESSIBILITY OF THE AGREEMENT**

A copy of this Agreement shall be accessible to Employees in a conspicuous and convenient place at the workplace.

## **12 FLEXIBILITY ARRANGEMENT**

- a. At the employee's written request and following them receiving appropriate advice, an employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the flexibility arrangement deals with one or more of the following matters:

12.1.1 arrangements about when work is performed;

12.1.2 penalty rates;

12.1.3 allowances;

12.1.4 leave loading;

12.1.5 accrued days off: and

12.1.6 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (12.1.1 - 12.1.5); and

12.1.7 the arrangement is genuinely agreed to by the employer and employee.

- b. The employer must ensure that the terms of the individual flexibility arrangement:

12.1.8 are about permitted matters under section 172 of the *Fair Work Act 2009*; and

12.1.9 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

12.1.10 result in the employee being better off overall than the employee would be if no arrangement was made.

- c. The employer must ensure that the individual flexibility arrangement:
  - 12.1.11 is in writing; and
  - 12.1.12 includes the name of the employer and employee; and
  - 12.1.13 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.1.14 includes details of:
    - a) the terms of the Enterprise Agreement that will be varied by the arrangement; and
    - b) how the arrangement will vary the effect of the terms; and
    - c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - d) states the day on which the arrangement commences.
- a)
  - d. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
    - e. The employer or employee may terminate the individual flexibility arrangement:
      - 12.1.15 by giving no more than 28 days written notice to the other party to the arrangement; or
      - 12.1.16 if the employer and employee agree in writing at any time.

### **13 STAFFING**

#### **13.1 Additional Shifts**

The Employer is committed to maximising its permanent workforce in line with its occupancy levels. The Employer will always offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual where applicable and if not filled, contact will be made with at least one agency

The realisation of this objective will require high levels of co-operation from employees in ensuring the objectives of maximising the use of permanent part-time employees and, when required, relevant casual staff.

#### **13.2 Planned Long Term Vacancies**

Where a planned long term vacancy occurs the Employer will advertise the position internally and/or externally within four (4) weeks of the employer becoming aware that the position is being vacated;

Where the employer follows the practical efforts specified, the employer shall not be in breach of this provision.

#### **13.3 Child Care Costs**

The employer recognizes that there are a number of issues around child care and child care costs. In order to explore this issue and try to identify family friendly

policies and practices, the parties agree to consult on this matter during the life of this Agreement.

## **SECTION B - REMUNERATION**

### **14 WAGES**

#### 14.1 Wage increases

Subject to the provisions of this clause, Employees who are bound by this Agreement shall be paid, in accordance with Schedule A, the following wage increases:

- 14.1.1            3.25% from the first full pay period following the Agreement being made; and
- 14.1.2            3.25% from the first full pay period in July 2015; and
- 14.1.3            3.25% from the first full pay in July 2016
- 14.1.4            3.25% from the first full pay period in July 2017; and
- 14.1.5            2% from the first full pay in July 2018

#### 14.2 Trainees

Rates of pay, conditions and allowances for Trainees shall be in accordance with this Agreement.

#### 14.3 Junior rates

All employees will be paid in accordance with their qualifications and experience regardless of age.

- 14.4 Rates of pay and allowances as increased by this Agreement are set out at Schedule A.

### **15 SALARIES**

Employees shall be paid the weekly salaries, including overtime, as set out in this clause 15, corresponding to that Employee's classification in accordance with Appendix A, at intervals not more than two weeks.

#### 15.1 Payment of wages

Wages including overtime shall be paid during working hours on a week day being not more than four days following the end of the pay period provided that:

When two Public Holidays occurs between the end of the pay period and the usual pay-day payment may be postponed by one day .but payment must still be made on a week day of the same week (the expression pay-day in this Clause includes the week day designated as a pay-day pursuant to this proviso).

## 15.2 Method of payment

- 15.2.1 Payment of wages shall be by direct bank deposit or some other method agreed by the employer, provided that any employee may nominate which bank or financial institution shall receive the payment of wages.
- 15.2.2 The present method of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

## 15.3 Statement of wages

On or prior to pay day the employer shall provide to the employee, particulars in writing, setting out full details of the wages the employee is entitled to.

## 15.4 Underpayment of wages

- 15.4.1 Where an underpayment of wages occurs by reason of an error in calculation by UA involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 24 hours at the request of the Employee. Where such correction is not made within 24 hours then the provisions of clause 15.6.1 shall apply.
- 15.4.2 If an employee incurs a bank charge due to an underpayment of wages involving 2.5% or more of the Employee's net weekly wage due to an error in calculation by UA, UA will reimburse the employee the amount of the bank charge upon the employee providing satisfactory evidence.
- 15.4.3 Where an underpayment of wages occurs by reason of an error in calculation by UA involving less than 2.5% of the Employee's net weekly wage, the payment will be corrected in the following pay cycle. Where such correction is not made within the following pay cycle then the provisions of clause 15.6.1 shall apply.
- 15.4.4 Where UA and the Employee are in genuine dispute as to whether the monies are owed to the Employee, clauses 15.4.1 and 15.4.2 shall not apply and the Dispute Resolution procedure shall be initiated.

## 15.5 Overpayment of wages

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

- (a) If the Employee plans to leave UA prior to the overpayment being repaid, the Employee agrees to make arrangements for the outstanding monies to be repaid in full prior to the end of their employment.
- (b) If a repayment schedule cannot be agreed, the matter will be managed in accordance with Clause 67, Grievance Resolution Procedure.

## 15.6 Termination of employment

When appropriate notice of termination of employment has been given by an Employee or an Employee's services have been terminated by UA, payment of all wages and other monies owing to an Employee shall be made to the Employee by direct bank deposit.

15.6.1 If an Employee is kept waiting for more than 24 hours such Employee shall be paid overtime rates for the duration of the period until such monies owing are paid with a minimum payment of 15 minutes and a maximum payment of 8 hours per day.

15.6.2 This sub-clause will not come into effect if any unforeseen event outside the control of UA prevents their ability to meet the requirements of this sub-clause.

## 16 SUPERANNUATION

### 16.1 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

### 16.2 Choice of fund

UA shall offer employees a choice of superannuation funds. "Choice of fund" for the purpose of this agreement shall mean the choice of

Health Employees Superannuation Trust Australia; OR

First State Super Pty Ltd; OR

NGS Super Pty Ltd

### 16.3 Superannuation Fund (s)

"The Fund" for the purpose of this Agreement shall mean:

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

16.3.2 First State Super Pty Ltd (First State) established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; and/or

16.3.3 NGS Super Pty Ltd (NGS Super) established and governed by a trust deed, as such may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto: and/or

16.3.4 For an employee who was employed as at the date of approval of this agreement and was a member of another scheme, scheme means any scheme which complies with the *Superannuation Industry (Supervision) Act 1993*.

16.3.5 An employee may make additional contributions to the Fund from their salary and on receiving written authorisation from the employee the Employer must commence making contributions to the appropriate Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.

#### 16.4 Employer contributions

UA will pay monthly to the funds specified in clause 16.3 on behalf of eligible employees the minimum contributions which it is required to pay in accordance with the *Superannuation Guarantee Act 1992* and all other government requirements.

Where legislation provides for, and is accepted by the superannuation fund, UA will continue to pay the minimum contributions which it is required to pay from time to time past retirement age.

#### 16.5 Employee commencement

The Employer shall provide each employee upon commencement of employment with access to membership forms for each of the above Funds specified in clause 16.2 and shall forward the completed membership form for the employee's Fund within 28 days. In the event that the employee has not completed an application form within 28 days, the Employer shall forward monthly contributions and employee details to the employer's default fund, HESTA.

#### 16.6 Voluntary Contributions

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

16.6.2 An Employee may vary their additional contributions by a written authorisation and the Employer must alter the additional contributions within fourteen days of receiving the authorisation. An Employee may only vary their additional contributions once each month.

#### 16.7 Salary Sacrifice

An Employee may make an agreement with the Employer for salary sacrifice as follows:

16.7.1 The Employee must specify an amount or a percentage of ordinary time earnings by which their salary is to be reduced ("the salary sacrifice").

16.7.2 The salary sacrifice will be deducted from the Employee's salary and contributed by the Employer to the Fund each month.



- 16.7.3 The Employer will continue to calculate the contributions required by clause 16.4 above and the *Superannuation Guarantee (Administration) Act 1992* on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
- 16.7.4 Salary sacrifice deductions will continue to be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.
- 16.7.5 Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- 16.7.6 The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.
- 16.7.7 The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

#### 16.8 Ordinary Time Earnings

In respect to 'ordinary hours', Superannuation Guarantee Contributions will be paid in respect to each hour worked which is paid at ordinary time (including all hours in addition to contracted hours up to a maximum of 76 hours in any fortnight roster period, and regular shift penalties and loadings), as defined by the Australian Taxation Office.

## 17 SALARY PACKAGING

### 17.1 Employer intention

It is the intention of UA to maintain a worthwhile salary packaging program for eligible employees. However, where the relevant legislation, including but not limited to the *Fringe Benefit Tax Act 1986* and the *Income Tax Assessment Act* is amended or other changes occur which have the effect of reducing or withdrawing the benefits of salary packaging to UA or the employee, UA will not be liable to make up the salary benefits lost by an employee as a consequence of such changes.<sup>1</sup>

### 17.2 Definition

Salary packaging in the context of this agreement is the sacrifice or substitution of salary for other benefits, provided that the total cost to the employer shall be no greater than if the entire employee's entitlements had been taken as PAYG salary. The cost of the benefit (including taxes and administration expenses) is deducted from the total package of an employee to arrive at the cash salary component.

### 17.3 Eligibility

Employees may enter into a salary packaging arrangement to package up to \$30,000 'grossed up' and in accordance with UA salary packaging policy and procedure.

### 17.4 Unpaid leave

Employees on approved unpaid leave shall not be entitled to benefits pursuant to salary packaging while on leave.

### 17.5 Other leave

Employees on other forms of paid leave (such as but not limited to annual leave, long service leave and sick leave) shall be entitled to salary packaging while on leave.

### 17.6 Superannuation

The employer shall pay Superannuation contributions on behalf of employees as required by law and shall calculate its Superannuation contributions as a percentage of the total value of an employee's remuneration package.

### 17.7 Workers Compensation

The employer shall pay employees Workers Compensation payments as required by law and shall calculate such payments as a percentage of the total value of an employee's remuneration package.

#### 17.8 Remuneration Package

For the purposes of clause 17.6 and 17.7 "an employee's remuneration package" shall mean the employee's total weekly wages paid prior to whatever monies are salary packaged or sacrificed.

#### 17.9 Ceasing salary packaging

For clarity, the parties agree that in the event that the salary packaging ceases to be an advantage to an employee, or an employee decides, for whatever reason, to stop participating in salary packaging, arrangements shall be made to reinstate as salary the agreed amount packaged. Any costs associated with the conversion to salary shall be borne by the employee and the employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

#### 17.10 Cost of salary packaging

This cost of salary packaging will be reviewed annually and may increase annually as advised.

#### 17.11 Employees to seek independent financial advice

UA makes no claim or representation regarding the financial benefits of salary packaging for any individual employee and recommends staff considering salary packaging seek independent financial advice. UA shall not be responsible in any way for the cost or outcome of such advice.

## **SECTION C - ALLOWANCES**

### **18 QUALIFICATIONS ALLOWANCE**

#### **18.1 Registered Nurse Post Graduate**

A Registered Nurse employee who holds one or more of the following post-registration qualifications, where a component (at least) can be demonstrated to the employer to be relevant to the employee's employment, shall be entitled to an hourly allowance being for the qualification that attracts the highest allowance, as follows:

Only one postgraduate qualification allowance is applicable for each employee.

Graduate Certificate (from a recognised tertiary institution)	4% of hourly rate
Postgraduate Diploma (or degree other than undergraduate nursing degree)	6.5% of hourly rate
Masters or Doctorate	7.5% of hourly rate

### **19 ENROLLED NURSE POST GRADUATE ALLOWANCE**

19.1 An Enrolled Nurse who holds any certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration) and can demonstrate that a component of the qualification is relevant to their area of practice and/or work in aged care shall be paid an allowance of 4% of the hourly rate payable for the Enrolled Nurse for a course of six months duration (or totalling 140 nominal classroom hours) or 6.5% of the hourly rate for the Enrolled Nurse for a course of twelve months duration (or totalling a nominal 280 classroom hours).

19.2 Only one post graduate qualification allowance is applicable for each employee

Post graduate allowances shall be taken into account in the calculation of overtime and annual leave payments.

### **20 PRECEPTOR ALLOWANCE**

An Enrolled Nurse, a Registered Nurse Level 1 or Level 2 who acts as a preceptor shall be paid an allowance of \$2.00 per hour for all time spent so acting, subject to the following:

the preceptor program must be approved by UA; and

where UA requires an employee to act as a preceptor, UA will pay all course fees and provide time off on full pay for the employee to attend the preceptor course.

## **21 BUDDY ALLOWANCE - RESIDENTIAL**

Buddy allowance is payable to ECA's and Service employees when an existing employee is allocated by the Manager to buddy with a new staff member for orientation. The Buddy allowance shall be \$1.50 per hour for the hours allocated by the Manager to carry out the specific tasks designated, up to a maximum of two shifts per new employee.

This allowance will be effective from the first full pay period from the first full pay period following the Agreement being made.

## **22 TEAM LEADER ALLOWANCE ENROLLED NURSE**

### **22.1 Eligibility**

An Enrolled Nurse will become eligible for the Team Leader allowance of \$1.90 per hour where the employee is required by UA to perform work as a Team Leader (however titled), or work which represents a net addition to the work value of the substantive role of equivalent Enrolled Nurse. In order to progress to receive the Team Leader allowance, she/he must be appointed in writing to a position of greater accountability. Team Leader / additional responsibilities may include:

- i. Coordinating direct care for a number of residents, including the coordination of other staff; or
- ii. Being in-charge of employees within a section or department; or
- iii. Functions/duties representing a net addition to work value by way of additional function(s) or a special project assigned.

22.2 Should the employee cease to be required to perform the work of higher value as described, the Team Leader Allowance shall cease to be payable.

### **22.3 Scope of Practice**

In all cases, work by an Enrolled Nurse that contravenes the scope of practice as defined by AHPRA at the time of entering into this Agreement shall not be criteria relevant to attraction of the Team Leader Allowance.

#### 22.4 Exclusions

An Enrolled Nurse appointed at Pay Point 8 - Team Leader is not eligible for the Team Leader Allowance.

### **23 IN CHARGE ALLOWANCE**

23.1 A Registered Nurse Level 1 or Level 2 required to assume charge of a facility (where a Level 3 nurse is normally employed) for more than half a shift shall be paid the \$20.00 for each shift worked.

23.1.1 Provided that such payment shall not be made if an employee classified as Registered Nurse - Level 3 or above is rostered for duty at the same time in the facility.

23.1.2 Provided further that the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.

#### 23.2 Enrolled Nurse in charge allowance

23.2.1 Where the employer has followed the procedure defined at (a) to (c) below and has been unable to appoint a Registered nurse to a vacant shift then an Enrolled nurse shall be appointed to that shift provided that a Registered nurse shall be on call for the duration of the shift. In these circumstances an Enrolled nurse shall be entitled to an in-charge allowance. At the commencement of this Agreement the allowance will be paid per shift as set out in Appendix A, in addition to all other allowances. This allowance will be adjusted in accordance with wage increases during the life of this Agreement.

23.2.2 The vacant shift/s will be offered to existing Registered Nurse employees as additional shifts; and if not filled

23.2.3 The vacant shift/s will be offered to existing Registered Nurse casual employees; and if not filled

23.2.4 Contact will be made with at least one nursing agency and where a nurse is available to fill the vacancy at a cost of the Defined Rate or less, the position will be filled by an agency registered nurse.

## **24 BUDDY ALLOWANCE - COMMUNITY**

24.1 Buddy allowance is payable to personal and home based carers when an existing employee is allocated by the Manager to double with a new staff member for on-road orientation. The Buddy allowance shall be 10% of the hourly rate for the hours allocated by the Manager to carry out the specific tasks designated.

## **25 MOBILE PHONE**

Staff who are required to have a personal mobile phone for the performance of their duties shall be paid an allowance in accordance with schedule A.

## **26 MULTI-SITE ALLOWANCE**

26.1.1 A Registered Nurse who is the only Registered Nurse rostered on duty between Strathhaven and Strathglen and is directed to supervise both Strathhaven and Strathglen on a weekend, afternoon or night shift shall be paid at a minimum rate applicable to a Registered Nurse Level 3, on a per shift basis.

26.1.2 At the time of approval of this agreement, any employee who supervises at both Strathhaven and Strathglen and currently receives the RN Level 2 rate plus the in charge allowance will continue to be paid at the current rate or the multi-site rate as specified in this Clause 26, whichever is greater.

## **27 FIRST AID ALLOWANCE - COMMUNITY**

A Community employee who holds a current First Aid Certificate issued by the St John Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by UA to perform First Aid duty at a UA workplace shall be paid the first Aid allowance in accordance with Schedule A.

## **28 ACCOMMODATION AND CONVENIENCES**

An employee required to sleep at the employers workplace shall be provided with comfortable and healthy accommodation. In addition, such employees shall be provided linen, cutlery, crockery and blankets free of cost.

Dressing rooms, luncheon rooms and conveniences shall be provided for all employees.

## **29 BREAKAGES**

Except in the case of proved carelessness, an employee shall not be required to pay for any breakages occurring in the ordinary course of his/her specified duties.

## **30 LICENCE ALLOWANCE**

30.1 An employee directed by the employer to drive vehicles requiring a licence issued by the Transport Commission, shall upon presentation of his/her current licence to the employer, be reimbursed the cost of the driver's licence fee.

30.2 This provision shall not apply to employees who drive on an occasional basis only.

## **31 UNIFORMS**

Where an employee is required to wear a uniform, a uniform shall be provided free of charge, or a uniform allowance paid in accordance with schedule A. The uniform allowance shall be paid on all periods of paid employment, including approved leave with pay. This allowance is not subject to loadings or penalties.



## **32 TOOLS, PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS**

### **32.1 Clothing**

- 32.1.1 The employer shall provide where necessary, suitable protective clothing for the employees. An employee who is pursuant to this subclause, is supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.
- 32.1.2 The employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the employees' duties.
- 32.1.3 An employee who is required, in accordance with this subclause, to use the safety requirements provided by the employer shall use them for the purpose they were intended.
- 32.1.4 Compensation to the extent of the damage sustained shall be made where, in the course of the work, an employee's clothing is damaged, destroyed by fire or the use of corrosive substances.

### **32.2 Work done above floor level**

In no circumstances shall appliances other than a suitable platform or a ladder be used for carrying out work above floor level. Where such work is performed, the appliance shall at all times be secured, or held by another person. No employee who has reasonable objection to the performance of duties above floor level shall be compelled to carry out such work unless such duties were specified at the time of employment.

### **32.3 Tools**

In addition to the relevant wage rate, an ACC employee level 5 or above who is employed to perform the work of a carpenter shall be paid a tool allowance in accordance with schedule A.

### **32.4 Workload Management**

- 32.4.1 The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.
- 32.4.2 Should any employee feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Manager, and document such concerns on the appropriate UA form. If appropriate action is not taken to address the workload issues, the employee may utilise the dispute settlement procedure of this Agreement.

### **33 NAUSEOUS WORK ALLOWANCE**

33.1 Employees will be paid the foul and nauseous allowance, on a per hour basis as per Schedule A, in the following situations:

33.1.1 Employees working in a laundry who are required to handle foul and nauseous linen; or

33.1.2 Employees who are required to handle unusually foul and nauseous linen during a period of "lockdown" resulting from an outbreak of an infectious disease (typically gastroenteritis or influenza) as prescribed in relevant State and National Guidelines and/or Standards will be paid this allowance for the period of the lockdown; or

33.1.3 In a specific situation as defined by the employer, Extended Care Assistants who are required to handle unusually foul and nauseous linen will be paid this allowance for the period of the specified situation; or

33.1.4 In a specific situation as defined by the employer, Employees who are required to perform work which is of an unusually dirty or offensive nature having regard to the duty normally performed, will be paid this allowance for the period of the specified situation.

### **34 ON CALL / RECALL ALLOWANCES**

34.1 On Call Allowance

34.1.1 Ordinary Rates

An employee required to be on call (i.e.) available to be recalled for duty or available for 'telephone duty' shall be paid an allowance in accordance with schedule A.

34.1.2 Weekend – Community

For the purposes of weekend community on-call allowance, a weekend is specified as each 24 hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Friday and the beginning of ordinary duty on Monday.

### 34.2 Recall

- 34.2.1 Except where otherwise specifically provided, an employee who is designated on call is recalled to work after leaving his/her employer's workplace (whether notified before or after leaving such workplace) shall be paid at the overtime rate in accordance with Clause 54- Overtime.
- 34.2.2 Where an employee is recalled to work and the payment at overtime rates does not equal or exceed four hours ordinary pay, then the employee shall be paid a minimum of four hours pay.
- 34.2.3 Where a nurse is recalled to work the minimum payment is calculated at the appropriate rate overtime rate.
- 34.2.4 Where an employee is recalled to work a second time, and such recall is within the hours for which payment is already due under sub clause 34.2.2 hereof, the time worked in the first and second recall shall be combined for the purpose of calculating payment and shall be calculated in accordance with sub clause 34.2.2 hereof.
- 34.2.5 Where an employee is recalled to work a third time, or subsequent time, and such recall is outside the hours for which payment is already due under sub clause 34.2.2 and 34.2.4 hereof, the employee shall be paid in accordance with Clause 54- Overtime.

**PROVIDED** that where such payment does not equal or exceed three hours ordinary pay, then the employee shall be paid three hours pay.

- 34.2.6 Time reasonably spent in getting to and from work shall be regarded as time worked.
- 34.2.7 An employee who is recalled to work within two hours of his/her normal starting time shall be paid at the overtime rate in accordance with Clause 54 - Overtime.

**PROVIDED** that where such payment does not equal or exceed four hours ordinary pay, then the employee shall be paid four hours pay.

### 34.3 Telephone Recall

Where an employee is rostered on call, and performs telephone duties that can be managed without the employee having to return to the workplace, such an employee shall be paid a minimum of one hour overtime for the first call received, provided that multiple calls within the one hour shall not attract an additional payment.

In respect of subsequent calls received, the employee shall be paid in 30 minute periods when duties are performed, at appropriate overtime rates.

This Clause shall not apply to a Director of Nursing (however titled or styled).

### **35 MEAL BREAKS AND MEALS**

35.1 All permanently rostered employees who are receiving a paid meal break at the date of commencement of this agreement will continue to receive that entitlement on current rostered shifts.

From the commencement of this agreement, the following will apply:

#### **35.2 Unpaid Meal Breaks**

35.2.1 Employees, excluding those circumstances defined at subclause 0, who work in excess of four hours on any day shall receive an unpaid meal break of not more than one hour and not less than 30 minutes duration.

35.2.2 **PROVIDED** that the duration of the meal break may be altered by agreement between the employer and the employee.

35.2.3 Where an employee on an unpaid meal break is unable to leave the facility and may be called upon to return to work during a meal break, the meal break will be paid at the ordinary rate.

#### **35.3 Paid Meal Breaks**

The intention of the provision of a paid meal break is to provide payment for employees who cannot leave the workplace during meal breaks and who may be interrupted by a call to duty during the break.

UA shall nominate at the time a roster is established, which shifts will be eligible for a paid meal break.

- 35.3.1 After a roster has been established which includes an unpaid meal break, paid meal breaks may also apply by mutual agreement.
- 35.3.2 Residential shifts outside of Monday to Friday day shifts shall be allocated a meal break of 25 minutes, which shall be counted as time worked.
- 35.3.3 Residential Extended Care Assistants, Enrolled Nurses and sole Registered Nurses will be allocated a paid meal break on all shifts greater than 4 hours, and are required to remain on the premises and on call during the break.
- 35.3.4 Provided that the circumstances where an employee is interrupted during a meal break by a call to duty shall be in the case of an emergency or in situations where the work required cannot wait until after the meal break has been completed
- 35.3.5 Where an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee shall be allowed to continue the meal break as soon as practicable, ensuring that the employee has an adequate meal break during the remainder of the employee's ordinary working hours.
- 35.3.6 **PROVIDED** that subject to mutual agreement the employer and the majority of the employees concerned within a particular work area, such employees shall be allowed to extend their paid 25 minute paid meal break by not more than 35 minutes each day, which excess shall be exclusive of time worked and unpaid.

35.4 All employees must notify their Supervisor prior to commencing and upon return from a meal break.

#### 35.5 Meal Break when required to work overtime

Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. UA and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

#### 35.6 Meal allowance - overtime

When required to work after the usual finishing hour of work beyond two hours, where available, the employee shall be provided with a meal, or a meal allowance shall be paid in accordance with schedule A.

#### 35.7 Meal Charges

The maximum amount that shall be charged or deducted where an employee receives a meal from his/her employer (excluding where provided as per clause 35.6) shall be in accordance with schedule A.

#### 35.8 Meal allowance when required to work away from normal workplace

Where the duties of an employee require them to travel from their normal workplace, more than 16 kilometres away, at their normal meal hour, that employee shall, subject to this clause shall be paid:

- 35.8.1 In the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, a meal allowance in accordance with schedule A.
- 35.8.2 In case of a meal provided by the employee a meal allowance of \$2.25 for each meal so provided.
- 35.8.3 Provided that this clause shall not apply to employees who are required to travel as a normal component of their position.

## **SECTION E – PROFESSIONAL DEVELOPMENT**

### **36 STUDY LEAVE**

- 36.1 All full time employees are entitled to four ( 4) days paid study leave per annum (pro rata for part time) to undertake work related professional development.

All Study Leave must be approved by the Manager of the UA Site, Service or Program. Each day will be based on the individual Employee's usual shift length unless it is an additional day to the normal contracted hours. Study leave shall not apply on a day that is additional to an employee's roster for that fortnight.

- 36.2 Study leave is non-cumulative

- 36.3 Examination, Conference or Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.
- 36.4 The Employer shall, within fourteen days of the request being made, notify the Employee in writing whether the leave is approved. If the leave is not granted the reasons will be included in the notification to the applicant.
- 36.5 Paid study leave shall not be included in the calculation of hours for the purposes of overtime.

### **37 COMPULSORY MEETINGS, EDUCATION AND TRAINING**

Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one (1) hour whichever is the greater.

- 37.1 Staff meetings – Community

Staff are required to attend a minimum of four (4) designated compulsory staff meetings per year. Where a staff meeting is not held at the same time as a training session under Clause 37.2 staff will receive minimum pay of one (1) hour per meeting.

### 37.2 Staff training – Community

All staff are required to attend a minimum of four designated compulsory training sessions each year. Such training sessions may be combined with a compulsory staff meeting. Staff will receive a minimum of two (2) hours pay per session.

### 37.3 Staff training – Residential

Where residential staff are required to attend a compulsory training session outside of their normal rostered hours then a minimum of one (1) hour will be paid to each employee.

### 37.4 Staff meetings – Residential

Staff are required to attend a minimum of two (2) designated compulsory staff meetings per year. Where a staff meeting is not held at the same time as a training session under Clause 37.3, and is attended outside of normal rostered hours, staff will receive a minimum pay of one (1) hour per meeting.

37.5 Paid meeting and training leave shall not be included in the calculation of hours for the purposes of overtime.

## **38 DELEGATES RIGHTS FOR THE PURPOSES OF DELEGATE TRAINING**

38.1 UA recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.

38.2 UA will recognise delegates from ANMF and HACSU in each workplace for the purposes of training upon receipt of written notification from each of the respective Unions.

38.3 A delegate will be released on unpaid leave to attend union business in accordance with the following:

38.3.1 up to a combined total of five (5) days per calendar year per delegate to attend approved accredited training or conferences facilitated by the Union to increase awareness and knowledge of workplace issues (in accordance with change management and dispute resolution procedures) and/or consultative mechanisms and/or statutory entitlements and obligations, to assist in prompt resolution of disputes and grievances which will contribute to a more productive, aware and harmonious workplace environment;

38.3.2 a minimum of four (4) weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and

38.3.3 subject to operational requirements UA shall not unreasonably refuse such a request .

38.4 For approved leave a delegate may access leave without pay, Annual Leave or Long Service Leave (where the training is a minimum of 5 consecutive days), for the purposes of attending such training. If a delegate accesses leave without

pay, where possible UA will offer additional shifts to 'back fill' to prevent loss of wages. For example, if a union delegate is away from the workplace for one shift, where possible, one additional shift will be offered to the delegate. Delegate training leave shall not be included in the calculation of hours for the purposes of overtime.

38.5 An employee may apply for professional development and study leave as per clause 36.

38.6 Notice Board

UA will provide space on staff notice boards for union officials and delegates to post formal union notices.



## **SECTION F - LEAVE PROVISIONS**

### **39 ANNUAL LEAVE**

#### **39.1 Notice**

A minimum of six weeks' notice of the date from which an employee shall commence their annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.

#### **39.2 Accrual and taking of annual leave**

An employee is entitled to apply to take annual leave at any time and the employer shall not unreasonably refuse such an application. UA has the discretion to approve leave applications depending upon a number of factors including the operational requirements of the business.

39.2.1 UA will normally respond to all annual leave applications within 2 weeks of the application being received excluding applicants for annual leave during Christmas, Easter and school holidays. Leave applications during peak times will be assessed in a fair and equitable manner, taking into account the employee's previous leave history during peak periods.

39.2.2 Where an employee has accrued an annual leave balance in excess of 8 weeks, then the employee may be directed to take a minimum of two weeks annual leave within the immediately following 6 month period.

39.2.3 Noting the taking of annual leave is important for health and well-being and occupational health and safety UA agrees to the taking of single days.

At the request in writing of the Employee, and then by agreement of UA, an Employee may request to take annual leave in single day periods not exceeding five days in any calendar year at a time or times to be mutually agreed with the remaining leave taken in block periods of not less than one week.

#### **39.2.4 Time of taking leave**

The annual holiday shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues. Provided that the giving and taking of the whole or any separate period of such annual holiday may, be postponed for a period to be specified by mutual agreement where circumstances render such postponement necessary or desirable.

### 39.3 Period of Leave

#### 39.3.1 Full-Time Employees

Full-time employees shall be allowed the following annual leave after 12 months continuous service (less the period of annual leave):

#### 39.3.2 Administrative Employees - 150 hours,

#### 39.3.3 All other employees - 152 hours.

Notwithstanding the provisions of 39.3.1 employees classified as Directors of Nursing or Care Managers shall be allowed an additional period of 38 hours annually after 12 months continuous service (less the period of annual leave) (pro-rata for part-time employees).

Such leave to be allowed annually and to be taken in a period of 28 consecutive days.

#### 39.3.4 Part-Time Employees

Part-time employees shall be entitled to annual leave based on the number of ordinary hours worked in the leave year, and shall accrue progressively during the year of service according to the employee's ordinary hours of work.

#### 39.3.5 The leave entitlement shall be calculated on a pro-rata basis as follows:

$$\frac{\text{Part-time hours worked p.a.}}{\text{Full-time hours p.a.}} \times \frac{\text{Full-time leave entitlement}}{1}$$

### 39.4 Additional Leave

#### 39.4.1 For the purpose of annual leave a shift worker is defined as

39.4.2 An employee who is regularly rostered and required to work their ordinary hours of not less than four hours per shift on 20 or more weekend days in that year, and shall, in addition to the annual leave prescribed in subclause 39.3, be allowed an additional 38 hours leave, pro-rata for part-time employees.

### 39.5 Public Holidays during annual leave

39.5.1 Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 55– Public Holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave, annual leave equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Notwithstanding the foregoing provisions, a shift worker on a rotating roster (including a part-time shift worker) shall have added to his/her period of annual leave one day for each statutory holiday mentioned in clause 27 - Public holidays, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off. PROVIDED that this shall not apply to a holiday which is observed on a Saturday or on a Sunday

Notwithstanding any of the other a foregoing provisions, a part-time shift worker whose place upon a roster does not rotate (by mutual agreement) shall only have their period of annual leave extended by the addition of one day for each Public holiday, upon which they are rostered to work.

#### 39.6 Broken Leave

Leave allowed under the provisions of this clause shall be given and taken in not more than two separate periods unless the employer and the employee otherwise agree.

#### 39.7 Proportionate Leave on Ending Service

39.7.1 An employee is entitled to payment for untaken annual leave on termination of employment.

39.7.2 The untaken annual leave, as accrued at the date of termination, is paid at the relevant rate of pay at the time of termination.

#### 39.8 Annual Leave Allowance

39.8.1 During a period of annual leave, an employee shall be paid an allowance by way of additional salary calculated on the employee's normal rate:

39.8.2 17½ per cent of the employee's rate immediately prior to going on annual leave plus, where applicable, and any all-purpose payment payable to the employee concerned; or

39.8.3 in the case of an employee required to work a roster, the employee shall, while on annual leave, receive the wages equivalent to that which the employee would have received in accordance with their projected roster.

39.8.4 **PROVIDED** that if an allowance of 17½ per cent in addition to the relevant agreement rate provides a greater monetary amount than the projected roster then the employee shall be entitled to the provisions of paragraph 39.8.2 above and not the projected roster.

39.8.5 **PROVIDED FURTHER** that this clause shall not apply to proportionate annual leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason.

### 39.9 Calculation of Continuous Service

39.9.1 For the purpose of this clause, service shall be deemed continuous in accordance with Section 22 of the Fair Work Act 2009.

### 39.10 Employer Instigated Cancellation of Leave

- 39.10.1 If, as a consequence of UA instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when such cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the employee shall be entitled to recover such otherwise unrecoverable costs from the UA.
- 39.10.2 **PROVIDED** that such claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.
- 39.10.3 **PROVIDED FURTHER** that UA shall only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.
- 39.10.4 An employee who, during a period of annual leave, responds to an employer instigated request to return to work during such a period of annual leave shall be entitled to redeem from UA any travel and other associated costs incurred in returning to work and the subsequent resumption of annual leave. Such costs are deemed to be those in excess of costs normally incurred by the employee in travelling daily to and from work.
- 39.10.5 The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.
- 39.10.6 Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to the circumstances of the claim.
- 39.10.7 An employee, on returning to work in response to an employer instigated request, shall be recredited with one day's annual leave for each day or part thereof the employee is deemed to be at work. The employee shall be entitled to observe such additional recredited day or days in addition to that unused portion of approved annual leave (which the employee would have observed but for the interruption occasioned by his return to work) immediately upon the expiration of the period of duty for which the employer recalled the employee.

39.10.8 **PROVIDED** that an employee may elect to take the balance of unused leave and recredited days at a later date.

39.11 Cashing out not permitted

For the avoidance of doubt, UA will not make payment in lieu of annual leave except on termination of employment.

## 40 PARENTAL LEAVE

The Parental Leave provisions of this Agreement will apply except to the extent that any entitlement prescribed by the NES provides an improved benefit, in which case the latter will apply. Employees may also seek parental leave in accordance with the Federal Government's Paid Parental Leave Scheme

### 40.1 Definitions

#### 40.1.1 Child

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

#### 40.1.2 Spouse

Spouse includes an employee's 'de facto partner', defined as a person who, although not legally married to the employee, lives with them in a relationship as a couple on a genuine domestic basis. Former de facto partners are also included.

### 40.2 Basic Entitlement

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for partners and males, parental leave may be taken. Adoption leave may be taken in the case of adoption.

Such parental leave may be taken as follows:

- a) an eligible female nursing employee is entitled to 14 weeks paid maternity leave at the ordinary rate and 38 weeks unpaid leave
- b) an eligible female non nursing employee is entitled to 6 weeks paid maternity leave at the ordinary rate and 46 weeks unpaid leave
- c) an eligible employee who has a birthing partner is entitled to one (1) weeks paid parental leave at the ordinary rate

- d) up to 52 weeks leave as an aggregate of paid parental leave, unpaid parental leave and accrued annual leave and long service leave entitlements.
- e) UA, subject to negotiations, will consider the option of providing payment of maternity leave at half pay for double the period of paid leave.

Subject to 40.7 parental leave is available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- a) for maternity and partner leave an unbroken period of up to three weeks at the time of the birth of the child
- b) for adoption leave, an unbroken period of up to three weeks at the time of the adoption of the child.

#### 40.3 Partner leave - birth of a child

Full-time employees with not less than twelve months continuous service are entitled to 1 week's leave on full pay to be taken within the first 3 months that their partner gives birth to a child. Any balance of this entitlement will lapse if not taken within this three month period. This provision applies pro rata for part time employees.

#### 40.4 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued provided that they give the employer notice of not less than eight weeks. It is recognised that this provision allows an employee to take a period of combined maternity leave and accrued leave in excess of 52 weeks.

Subject to the terms of this clause employees are entitled to maternity, partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

#### 40.5 Eligibility

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

##### 40.5.1 Eligible casual employee

An eligible casual employee means a casual employee:

- a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

##### 40.5.2 Continuous service

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

#### 40.5.3 Re-engagement

UA will not fail to re-engage a casual employee because:

- a) the employee or employee's spouse is pregnant; or
- b) the employee is or has been immediately absent on parental leave.

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

#### 40.6 Maternity leave

##### 40.6.1 Maternity leave notice

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- i. of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- ii. of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks;
- iii. By giving not less than 14 days' notice, UA may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement;

An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

##### 40.6.2 Statutory declaration

When the employee gives notice under 40.6i the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

##### 40.6.3 Commencement of parental leave

Subject to 40.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

##### 40.6.4 Medical certificate

Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

#### 40.7 Special maternity leave

- 40.7.1 Where the pregnancy of an employee not then on maternity leave terminates after 20 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 40.7.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special unpaid maternity leave.
- 40.7.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks;
- 40.7.4 For all purposes of this Agreement, maternity leave shall include special maternity leave.

#### 40.8 Return to work

- 40.8.1 Where leave is granted under 40.1 and 40.6.3, during the period of leave an employee
- 40.8.2 may return to work at any time, as agreed between the employer and the employee provided that that time does not exceed four weeks from the recommencement date desired by the employee; and
- 40.8.3 may, by giving the employer at least ten weeks' notice, return to work on a part time basis until the child commences school, such part time hours to be agreed between the employee and employer.

#### 40.9 Partner leave

An employee will provide to the employer at least ten weeks prior to each proposed period of leave, with:

- i. a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- ii. written notification of the dates on which the partner proposes to start and finish the period of partner leave; and
- iii. statutory declaration stating:
  - (i) they will take that period of partner leave to become the primary care-giver of a child;



- (ii) particulars of any period of maternity leave sought or taken by the spouse; and
- (iii) that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.

The employee will not be in breach of 40.9 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 40.10 Adoption leave

#### 40.11 Notification to employer

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

##### 40.11.1 Statutory declaration

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- that the employee is seeking adoption leave to become the primary care-giver of the child;
- particulars of any period of adoption leave sought or taken by the employee's spouse; and
- that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

##### 40.11.2 Confirmation of placement

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

##### 40.11.3 Adoption does not proceed

Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

##### 40.11.4 Compelling circumstances

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

##### 40.11.5 Leave for interviews / adoption procedures

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of

the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### 40.12 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

#### 40.13 Transfer to a safe job

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work the employee will;

- i. if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave; or
- ii. if the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 40.14 Returning to work after parental leave

An employee will

- i. notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave;
- ii. be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 40.13, the employee will be entitled to return to the position they held immediately before such transfer; and
- iii. where such a position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, be entitled to a position as nearly comparable in status and pay to that of their former position.

#### 40.15 Replacement employees

40.15.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

40.15.2 Before UA engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 40.16 Right to request

##### 40.16.1 Employee request

In order to assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provision of clause 40.5 may request the employer to allow the employee:

- i. to extend the period of simultaneous unpaid parental leave provided for in clause 40.2 up to a maximum of eight weeks;
- ii. to extend the period of unpaid parental leave provided for in clause 40.1 by a further continuous period of leave not exceeding 12 months;
- iii. to return from a period of parental leave on a part-time basis until the child reaches school age.

##### 40.16.2 Employer response

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer services

#### 40.17 Communication During Parental Leave

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

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

40.17.1 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

And notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 0.

#### 40.18 Keeping in touch days

A day on which the employee performs work for the employer during the period of leave is a ***keeping in touch day*** if:

the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

both the employee and the employer consent to the employee performing work for the employer on that day; and

the day is not within:

if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or

otherwise—42 days after the date of birth, or day of placement, of the child; and

the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

#### 40.19 Recognition of Service for Parental Leave

An employee who transfers from one part of Uniting AgeWell to another within sixty (60) calendar days or less shall have their service recognised for the purpose of eligibility for Parental Leave.

## 41 LONG SERVICE LEAVE

### 41.1 Entitlement

This clause is to be read in conjunction with the *Long Service Leave Act 1976 (Tasmania)*.

Employees may take pro rata long service leave after completing 10 years continuous service. The timing of taking this leave will be by mutual agreement between the employer and employee.

### 41.2 Employees who resign after completing 10 years of continuous service will be paid pro rata Long Service Leave.

### 41.3 Continuous service

For the purposes of this clause service shall be deemed to be continuous in accordance with the definition as provided in the *Fair Work Act 2009*

### 41.4 Payment for period of leave

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

At the request of the employee, in full in advance when the Employee commences their leave; or

at the same time as payment would have been made if the Employee had remained on duty; or

in any other way agreed between UA and the Employee.

### 41.5 Taking of leave

41.5.1 When an Employee becomes entitled to long service leave such leave shall be taken within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed, or in default of agreement as is determined by a member of Fair Work Commission.,

41.5.2 Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

41.5.3 If UA and an Employee so agree:

(a) the first three months long service leave to which an Employee becomes entitled under this Agreement may be taken in two or three separate periods, with a minimum of 2 weeks per period, or 1 week when taken in conjunction with annual leave; and

(b) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.

#### 41.6 Leave allowed before due date

UA may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Employee has completed ten years' service. Such a request for taking of leave before the due date shall not be unreasonably refused, taking into account operational requirements and already scheduled leave.

#### 41.7 Pay increase during long service leave

Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee who has received payment for Long Services Leave in advance shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

#### 41.8 Definitions

For the purposes of this Clause the following definitions apply:

##### 'Pay'

'Pay' means remuneration for an Employee's normal weekly hours of work, including shift penalties, casual loadings and other allowances as defined in the Tasmanian Long Service Leave Act 1976, calculated at the Employee's ordinary time rate of pay provided in Schedule A at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to an Employee during their period of leave and where a deduction is made for the rental, such amount shall be deducted from the pay for the period of leave.

#### 41.9 Requests for alterations to payment and quantum of leave

At the request in writing of the Employee, and then by agreement of UA, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.

##### Financial advice

Where the Employee is considering making such a request, UA recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.

##### Tax indication

UA will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the Employee being finalised.

## 42 PERSONAL LEAVE

### 42.1 Eligibility

The provisions of this clause apply to full-time and regular part-time Employees (on a pro rata basis) but do not apply to casual Employees.

### 42.2 Definitions

The term **allowable period of absence** means five weeks in addition to the total period of paid annual or long service which the Employee actually receives on termination or for which she/he is paid in lieu.

### 42.3 Access to paid personal leave

Paid personal leave is available to an Employee, when they are absent:

- a) due to personal illness or injury; or
- b) for the purposes of caring for or supporting an immediate family or household member who requires the Employee's care or support because of a personal illness or injury, or who requires care or support due to an unexpected emergency.

### 42.4 Personal leave entitlement

42.4.1 A full time Nursing Employee is entitled to the following paid personal leave:

- (a) 22 hours and 48 minutes; plus 12 hours and 40 minutes for each completed month of service, in the first year of service;
- (b) 174 hours and 48 minutes per annum in the second and subsequent years of service.

42.4.2 A full time Administrative employee is entitled to the following paid personal leave:

- a) 12 hours and 30 minutes for each completed month of service, in the first year of service;
- b) 150 hours per annum in the second and subsequent years of service.

42.4.3 All other full time employees are entitled to the following paid personal leave:

- a) 12 hours and 40 minutes for each completed month of service, in the first year of service;
- b) 152 hours per annum in the second and subsequent years of service.

42.4.4 Part-time Employees are entitled to the provisions contained in 42.4.1 - 42.4.3 on a pro rata basis for time worked.

### 42.4.5 Accrual of Personal Leave

The balance of Personal Leave entitlements which have not been taken in any year shall be cumulative from year to year.

#### 42.5 Personal leave to care for or support an immediate family or household member

42.5.1 An Employee is entitled to use personal leave, including accrued leave, to care for or support members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken in accordance with this clause is to be deducted from the amount of personal leave provided in this clause

42.5.2 Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for or support members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency. UA and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the evidentiary requirements are met.

42.6 The Employee must establish by production of a medical certificate or statutory declaration in accordance with 42.9, that the leave is taken for the reason of an illness, injury or emergency of the person concerned and the person required care or support by the employee.

#### 42.7 Notice of leave

The Employee must, where practicable, give UA:

- (a) notice prior to the absence of the intention to take leave,
- (b) the name of the person requiring care or support and their relationship to the Employee,
- (c) the reasons for taking such leave and
- (d) the estimated length of absence.

If it is not practicable for the Employee to give prior notice of absence, the Employee must notify UA by telephone of such absence as soon as practicable (which may be at a time after the leave has started).

#### 42.8 Personal Leave to Attend Appointment

Where an Employee is absent from duty on account of a disability or required to attend a registered health practitioner including but not limited to a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the Employee shall be granted out of personal leave entitlements leave of absence.

#### 42.9 Evidence supporting claim

In the event of an Employee becoming sick and certified as such by:

- a) a registered health practitioner; or



- b) on the production of a Statutory Declaration signed by the Employee on not more than three single days (non accumulative) in any one year (excluding the day before, the day of or the day after a public holiday)

42.9.1 He or she shall be entitled to personal leave at their ordinary rate of pay.

42.9.2 Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness, on not more than three occasions in any one year of service, excluding the day before, the day of or the day after a public holiday. Provided further that where possible an Employee shall notify UA two hours before the time rostered to commence duty on the day of such absence.

#### 42.10 Notification

42.10.1 Employees shall not be eligible for payment of sick leave or part thereof, unless where they are in a position to do so, they take all reasonable steps to advise UA of their absence from duty as soon as practicable (which may be a time after the leave has started). Where possible the Employee shall provide minimum notice of 1 hour before the shift commences.

42.10.2 Employees must advise UA of the period, or expected period, of the leave.

42.10.3 UA shall provide and inform Employees of a procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications shall be registered, detailing the time of notification and the name of the Employee.

42.10.4 When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by UA, establish by production of documentation acceptable to UA or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

#### 42.10.5 Termination of Employment while on Personal Leave

UA shall not terminate the services of an Employee during the currency of any period of personal leave, with the object of avoiding obligations under this clause.

#### 42.11 Unpaid carer's leave

An Employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

#### 42.12 Illness during annual leave period

When an employee becomes sick whilst on annual leave on a day or days which they would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to their annual leave entitlement.

#### 42.13 Gastro outbreak

Where an employee has exhausted their personal leave entitlements and contracts gastro during the course of their employment with UA, UA may grant ex-gratia paid leave of up to two (2) days per annum.

To be authorised as Gastro leave, the outbreak must be defined by the Tasmanian Communicable Diseases Unit, the facility is declared in "lock down", and the employee must have attended work at the facility during the declared outbreak. Evidence satisfactory to UA must be supplied in accordance with the personal leave provision.

#### 42.14 Casual employment and caring responsibilities

##### Caring responsibilities

Subject to the evidentiary and notice requirements in 42.7 and 44, casual employees are entitled to not be available to attend work, or to leave work:

- a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- b) upon the death or serious illness of an immediate family or household member.

#### 42.15 Period of absence

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

#### 42.16 Re-engagement

UA will not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **43 JURY SERVICE**

Full time and part time employees who are required for jury service will be reimbursed for the difference between their jury service pay and the rate of pay which would apply if they had worked their normal roster during the period of jury service.

An Employee shall notify UA as soon as possible of the date upon which the employee is required to attend for jury service. Further the Employee shall give UA proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

#### **44 COMPASSIONATE / BEREAVEMENT LEAVE**

The provisions of this clause apply to full-time and regular part-time employees but do not apply to casual employees. The entitlements of casual employees are set out in clause 42.14.

##### **44.1 Paid leave entitlement**

An employee shall on notice, on each occasion, be entitled:

On the death or serious illness of a member of their immediate family to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in three (3) ordinary days, provided that no payment shall be made in respect of an employee's rostered days off. Proof such as death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer; or

On the death or serious illness of a mother, father, partner, sibling or child to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in an ordinary week, provided that no payment shall be made in respect of an employee's rostered days off. Proof such as death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer.

An employee may take compassionate leave for a particular permissible occasion as:

a single period; or

two separate periods; or

any other periods agreed by UA and the employee

In addition to clause 44.1 (b), on the death of a mother, father, partner, sibling or child to leave without deduction of pay for a period of up to 3 consecutive days personal leave provided that a statutory declaration is provided that the employee notifies UA in advance of the leave to be taken and provides a statutory declaration

##### **44.2 Unpaid compassionate/berereavement leave**

An employee may take unpaid compassionate/ bereavement leave by agreement with the employer.

#### **45 EMERGENCY SERVICES LEAVE**

As part of its commitment to the wider community, Uniting AgeWell may grant leave (with or without pay) to any employee who is called upon as a member of a State Emergency Service, the Country Fire Authority, Defence Reserve, search and rescue unit or other similar volunteer service, in the event of a civil emergency or disaster.

##### **45.1 Scope**

Emergency Services Leave may be approved in the following circumstances:

- a) the employee is a member of an emergency service organisation or other volunteer service performing similar functions; and
- b) there has been an official request for the employee to assist in the emergency/disaster; and

- c) the employee ensures that their manager is informed as early as possible of the reason for the absence and its likely length; and
- d) the manager can reasonably release the employee from duty to assist in responding to the emergency/disaster.

#### 45.2 Conditions of leave

- a) In the event of an emergency or disaster, UA may provide up to three (3) days' paid Emergency Services Leave on each occasion.
- b) Where the emergency/disaster is likely to require attendance for more than three (3) days, and depending on individual circumstances the employee may request approval of annual leave, carer's leave or unpaid leave. Special paid leave may be considered in extenuating circumstances and must be approved by the General Manager Human Resources or Executive Director.
- c) Where the employee is required to attend the emergency/ disaster for more than three days, the employee must provide written confirmation of this on return to work.
- d) Should the emergency/disaster occur when the employee is already on a period of other approved leave or public holiday, the employee will not be eligible to convert such leave to Emergency Services Leave.
- e) An employee on Sick Leave or with an active workers' compensation claim will not be eligible for Emergency Services Leave.

#### 45.3 Procedure

UA recognises the employee's need to respond quickly in the event of an emergency or disaster. Accordingly, UA does not require any information at this time other than advice to the manager, or supervisor (in the absence of the manager), that the employee is leaving to attend an emergency/disaster.

If the nature and timing of the emergency prevent staff from coming to work, they must advise their manager of their involvement at the first reasonable opportunity.

Leave forms must be made completed and submitted as soon as possible following the employee's return to work

## **46 CEREMONIAL LEAVE**

- 46.1 An employee who is an aboriginal or Torres Strait islander, or is a member of another culture or religion will be entitled to leave without pay of up to ten working days in any one calendar year:
- 46.1.1 for the purpose of observation of religious occasions; OR
  - 46.1.2 where there is a cultural day of significance to the employee.
- 46.2 A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- 46.3 An employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- 46.4 Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies; or, for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Observation Committee Week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.
- 46.5 Under normal circumstances the employee must provide at least 2 weeks' notice in writing (usually by furnishing an 'Application for Leave' form) of the employee's intention to take leave pursuant to this clause.
- 46.6 An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

## **SECTION G - WORK ARRANGEMENTS AND HOURS OF WORK**

### **47 NOTIFICATION OF CLASSIFICATION**

The Employer shall notify each employee in writing of their classification and terms of employment on commencement; or of any alteration to the employee's classification in writing not later than the operative day of such alteration.

### **48 REVIEW OF CONTRACTED HOURS**

Where an employee is regularly working more than their specified contracted hours the employee, by making a request in writing to the employer, subject to the operational requirements of the services, will have their roster fixed and contract amended. The employer will take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

48.1 If the increased hours is as a direct result of an employee being absent on leave, such as annual leave, long service leave, maternity leave, workers compensation, or

48.2 If the increase in hours is due to a temporary increase in hours only due to, for example to the specific needs of a resident.

### **49 EMPLOYMENT TYPES**

Employees may be appointed to full-time, part-time, casual, temporary or fixed term positions. For full time and part time permanent employees a probationary period will apply in accordance with UA policy.

#### **49.1 Full-Time Employment**

A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 37.5 or 38 hours as per clause 53, at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by UA.

Subject to the provisions of clause 53 such Employee shall be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

#### **49.2 Part-Time Employment**

##### **49.2.1 Regular Pattern of Work**

Subject to the rostering provisions of this Agreement, before commencing employment, UA and the employee will agree in writing on a regular pattern of work including the number of actual contracted hours to be worked in each week or fortnight, the pattern of days and times of the week the employee will work and the starting and finishing times of each shift each day. Variations to contracted hours of work shall be in writing.

- 49.2.2 A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis of more than 8 hours but not exceeding an average 38 hours in any one week (or 76 in a fortnight) provided that the number of hours worked may vary from week to week by mutual agreement. Such Employee shall be paid per hour worked an amount equal to 1/38th of the weekly salary appropriate to the Employee's classification, provided that the terms of clause 53.6 - Special rates for Saturdays and Sundays and clause 60.1 - Shift allowance will also apply to part-time Employees, and payment in respect of any period of annual leave or long service leave to which an Employee may become entitled shall be on a pro rata basis.
- 49.2.3 Payment in respect of any period of paid annual leave, personal and carers leave (where an Employee has accumulated an entitlement) and bereavement or compassionate leave shall be made according to the number of hours the Employee would have worked on the day or days on which the leave was taken.
- 49.2.4 Any period of long service leave to which an Employee may be entitled shall be on a pro rata basis according to the number of hours the Employee worked on average over the past twelve months.

### 49.3 Casual Employment

- 49.3.1 A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by UA in accordance with UA requirements without the requirement of prior notice by either party, but does not include an Employee who could properly be classified as a full-time or part-time Employee under this Agreement.
- 49.3.2 Casual employees' terms of engagement shall be by the hour and they shall be provided with a minimum of two hours' work for residential employees, or a minimum of one hours work for community employees, or, alternatively, paid the relevant minimum amount on each occasion they are required to attend for work. However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees, the union and the employer.
- 49.3.3 A casual Employee shall be paid per hour worked an amount equal to 1/38th of the weekly salary appropriate to the class of work performed plus 25%, such additional amount to be paid in lieu of annual leave, personal leave and holidays with pay.
- 49.3.4 In addition, a casual Employee shall be entitled to receive the appropriate allowances prescribed herein.
- 49.3.5 A casual Employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- Allowances prescribed by this Agreement other than higher duties allowance, certificate and/or diploma allowance shall not be taken into account in the compilation of overtime and penalty rates prescribed herein.

Notwithstanding the foregoing, the 25% loading payable to casual Nurses shall be taken into account before calculating penalty rates payable for weekend shifts, but shall not be taken into account when calculating overtime payments.

49.3.6 Clauses of this Agreement pertaining to Annual Leave, paid Personal Leave, and Termination of Employment, shall not apply in the case of a casual Employee.

#### 49.4 Casual Conversion

49.4.1 A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment. An employee who does not make a request at this time may apply at any time.

49.4.2 Where conversion to permanent employment is approved then the new contract will generally be on the basis of the same number of hours as previously worked; however, the hours must be capable of fitting within the existing shift and rostering arrangements.

49.4.3 Hours worked by the casual employee that are as a direct result of an employee being absent on leave, such as annual leave, long service leave, maternity leave, workers compensation, or are due to a temporary increase in hours only due to, for example to the specific needs of a resident, shall not be incorporated to any adjustment made.

49.4.4 UA may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

### 50 TEMPORARY OR FIXED TERM CONTRACTS

50.1 Temporary or fixed term employment will only be used for genuine temporary or fixed term arrangements.

50.2 Genuine temporary or fixed term arrangements' include, but are not limited to, employment in graduate Nurse positions, replacement of Employees on maternity leave, long term Work Cover, parental leave or long service leave, employment in special projects, re-fresher courses, supervised practice for re-registration and post-graduate training.



## **51 CONTRACT OF EMPLOYMENT**

- 51.1 Except as otherwise provided, employment shall be by the fortnight.
- 51.2 Casual employees shall be deemed to be employed by the hour.
- 51.3 An employee, on engagement, shall be classified in accordance with the classification definitions contained in this agreement.
- 51.4 Employment shall be terminated in accordance with clause 69.1 or 69.5.1, or by the payment or forfeiture of the equivalent weeks' wages, as the case may be. This shall not affect the right of UA to dismiss an employee for serious misconduct or serious neglect of duty, as defined by the Fair Work Regulations, in which case wages shall be paid up to the time of dismissal only.
- 51.5 An employee (other than a casual employee) is entitled to be paid in respect of any week, their normal weekly wage, including overtime and other penalty rates, if any, if:
- 51.5.1 due to the act, default or order of an employer, the employee does not work for the maximum number of ordinary working hours specified in this agreement (in the case of a full-time employee) or the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and
- 51.5.2 the employee is ready and willing to work during those ordinary working hours (specified in paragraph 51.5.1 of this subclause) in that week.
- 51.6 An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of this agreement.
- 51.7 This provision should not deny such employee any entitlement which might be applicable for performing work at a higher classification; nor should the provision enable the employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.

## **52 PROBATION**

- 52.1 Employees shall be subject to a probation period of three months from the date the employment commences,
- 52.2 Employees will be advised of the probation period prior to commencing employment.
- 52.3 During the probation period, employment may be terminated by either party with the provision of one week's notice.
- 52.4 The probation period may be extended at any time during the probation period to a maximum of six months from the date of commencement, with notification to be provided to the employee in writing.

## **53 HOURS OF WORK**

### 53.1 Hours for an Ordinary Week's Work

53.2 The hours for an ordinary week's work for administration staff shall be 37.5, or be an average 37.5 per week in a fortnight or in a four week period and shall be paid in a week of five days in shifts of not more than eight hours each.

53.3 The hours for an ordinary week's work for all other employees shall be 38, or be an average 38 per week in a fortnight or in a four week period and shall be paid either:

- a) in a week of five days in shifts of not more than eight hours each; or
- b) by mutual agreement in a week of four days in shifts of not more than 10 hours each; or
- c) by mutual agreement, provided that the length of any ordinary shift shall not exceed 10 hours, or
- d) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or
- e) in 152 hours per four week period to be worked as nineteen shifts each of eight hours.

### 53.4 Day workers - work performed outside normal spread of hours

53.4.1 Employees engaged to work in a day work situation but outside the spread of hours specified in 2.7 shall receive penalty rates as follows:

53.4.2 Monday to Saturday - time and one half for the first two hours, double time thereafter;

53.4.3 Sunday – double time

53.4.4 Public holidays - double time and a half.

### 53.5 Rostered employees

53.5.1 Employees may be worked in accordance with a roster, subject to Clause 56-Roster.

53.5.2 PROVIDED that any employee required to work ordinary hours outside the spread of hours specified for a day worker, shall be worked in accordance with a roster.

53.5.3 Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee shall not exceed:

8 in any one day; nor

48 in any one week; nor

88 in any 14 consecutive days; nor

152 in any 28 day accounting period.

53.5.4 Subject to the following conditions rostered employees shall work at such times as the employer may require:

A shift shall consist of not more than eight hours;

unless agreed between the parties an employee shall not be required to start a shift unless there is a break of at least nine hours from her/his previous shift;

by arrangement with the employees an unpaid meal break shall be allowed on each day or shift, of a duration of not less than 30 minutes and not more than 60 minutes.

53.5.5 Provided that agreement may be reached between the parties to allow for special circumstances.

53.5.6 Provided further that by mutual agreement between a representative of the employer concerned and a majority of the employees concerned within a particular ward or area, the ordinary hours of work may be extended to 10 per day (on night shift only for Nurses) to be paid for at the appropriate shift rate.

#### 53.6 Saturday And Sunday Work – Rostered employees

##### 53.7 Saturday Work

Rostered employees for working ordinary hours, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon the 15 per cent roster loading described in Clause 60.1- Shift work.

##### 53.8 Sunday Work

Rostered employees for working ordinary hours, the major portion of which falls on a Sunday, shall be paid at the rate of double time of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon the 15 per cent roster loading described in Clause 60.1- Shift work.

53.9 Where work commences between 11.00pm and midnight on a Sunday, the time so worked before midnight shall not entitle the employee to the Sunday rate provided that the time worked by an employee on a shift commencing before midnight on a Saturday and extending into Sunday, the time worked before midnight shall be regarded as time worked on Sunday.

#### 53.10 Community and Home Carers

##### 53.10.1 Ordinary hours of work

Ordinary hours of work shall be between 6.30am and 8.30pm Monday to Friday.

Any engagement, regardless of length of time commencing on or after 8:30pm will attract a payment of one (1) additional hour.

The hours of work may fluctuate depending on client needs, and part-time employees who have their hours reduced due to the changing needs of clients will be given preference for additional hours as they become available. The employer will endeavour to allocate additional hours within a reasonable distance to the employee's existing clients or the employee's home, however, primary consideration in the allocation of hours shall be the specific needs of the client and the employee possessing the appropriate skills to care for that client.

A client has the right to request UA to provide a different Personal or Home Based Carer to deliver the service and where reasonable and possible, UA will comply with that request.

53.10.2 Part-time and casual community employees

Part-time and casual employees shall be paid a minimum of one (1) hour at the appropriate rate for each engagement between the hours of 6.30am and 8.30pm and a minimum of two hours at the appropriate rate for each engagement outside of these hours.

53.10.3 Engagement - definition

An engagement or block is defined as visiting one or more clients in succession, in accordance with clause 53.10.

53.10.4 Travel time between clients and shift blocks – Community

Community: due to the nature of work, broken shifts may be allocated to home care employees in accordance with the following;

- (a) a maximum of 3 blocks per day; and
- (b) a minimum of one (1) hour per block; and
- (c) a minimum of one (1) hour between each block; and
- (d) starts and finishes within a 12 hour period; and
- (e) time between clients within a block is considered time worked; and
- (f) appropriate breaks are allocated; and
- (g) is paid at ordinary rate with penalties and allowances as appropriate; and
- (h) is paid at ordinary time rate unless the time worked exceeds 8 hours, in which case overtime provisions may apply, in accordance with this Agreement; and
- (i) daily minimum engagement rules apply in accordance with this Agreement.

A block is a single client or consecutive group of clients, and includes travel time between clients within the group.

- 53.10.5 Employees who use their own car for attending clients can continue to claim for kilometres travelled between clients within a block.

53.11 Documentation – Community home care workers

Where it is agreed that an employee is required to return to the office to update client records then the employee will receive a minimum payment of one (1) hour.

53.12 Handover - Nurses

- 53.12.1 In situations where meal breaks are paid and therefore there is not sufficient paid time each day to allow for handover, a maximum of 45 minutes per day (24 hour period) will be paid for handover.
- 53.12.2 This handover time will be paid at the rate applying to the shift worked by the employee however no overtime rates apply.
- 53.12.3 In the event that handovers are completed in less than 45 minutes per day only the time worked during handover will be paid.
- 53.12.4 Provided that where handover time is greater than 45 minutes per day no extra payments will be made in excess of 45 minutes.

53.13 Broken shifts – Residential

53.13.1 With respect to broken shifts: — Non-Nursing employees

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

- 53.13.3 A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- 53.13.4 Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 54—Overtime penalty rates and 60—Shift work, with shift allowances being determined and paid on each separate portion of the shift. All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- 53.13.5 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

## **54 OVERTIME**

### **54.1 Requirement to work reasonable overtime**

**54.1.1** Subject to 54.1.2 an employer may require an employee to work reasonable overtime at overtime rates.

**54.1.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

Any risk to employee health and safety;

The employee's personal circumstances including any family responsibilities;

The needs of the workplace or enterprise;

The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

Any other relevant matter.

**54.2** No overtime shall be worked without the prior approval of the employer.

### **54.3 Payment for working overtime**

**54.3.1** For all time worked in excess of the ordinary hours of work the following payments shall be made:

**54.3.1.1** Monday to Friday inclusive - time and a half for the first two hours and double time thereafter;

**54.3.1.2** Saturday - time and a half for the first two hours and double time thereafter;

**54.3.1.3** Sunday - double time;

54.3.1.4 Public holidays - double time and one half.

54.3.1.5 An employee required to work in accordance with a roster shall be paid double time for all overtime. But such payment shall not apply to those cases where arrangements have been made between the employees themselves.

54.3.2 Provided that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.

#### 54.4 Directors of Nursing

54.4.1 Directors of Nursing shall not be entitled to receive payment for overtime.

54.4.2 Provided always that where, in the opinion of the employer the circumstances so require, Directors of Nursing who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Nursing shall be entitled to receive overtime payment at the maximum overtime rate applicable to an employee classified as a Registered Nurse for all time worked on such nursing duties.

#### 54.5 Rest periods - affected by overtime (including Saturdays and Sundays)

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

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

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

#### 54.6 Time in lieu of overtime

54.6.1 In lieu of receiving payment for overtime worked in accordance with this Clause, Employees may, with the consent of UA, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between UA and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period.

54.6.2 Where such accrued time has not been taken within the 28 day period, such time shall be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked.

#### 54.7 Calculating overtime

For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

#### 54.8 Calculation of overtime penalty to be based on agreement rates

### 55 PUBLIC HOLIDAYS

#### 55.1 Entitlement

All Employees (other than casual employees) shall be entitled to holidays on the following days without deduction from their weekly wages:

- (a) New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day; and
- (b) The following days, as prescribed in the relevant States and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day; and
- (c) Hobart Regatta Day (South of Oatlands), Show Day, and Recreation Day in those areas where Hobart Regatta Day is not observed, or
- (d) Other such day as may be observed or declared or prescribed under law to be observed generally in the locality in lieu, or in addition to the aforementioned holidays.

#### 55.2 Payment

55.2.1 For the purpose of this clause ordinary pay per hour with respect to time worked by a casual employee is an amount equal to 1/38th of the weekly wage rate appropriate to the class of work performed.

55.2.2 Payment for holidays taken and not required to work shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not such a holiday, he/she had been at work.

55.2.3 An employee who is required to be on duty on a day referred to in clause 55.1 above shall be entitled to be paid double time for the time worked.

**Provided** that such rate shall be in substitution for and not in addition to any roster or casual loadings.

**Provided further** that employees who, prior to the implementation of this agreement, receives holiday leave in lieu of being paid the public holiday rate, shall be paid the ordinary hourly rate for each hour worked plus a roster loading of 15 per



cent, and shall not receive an additional payment for ordinary hours of work performed on a public holiday.

55.2.4 A Day worker who is required to work, and works on a day referred to in clause 55.1 shall be entitled to be paid double time and a half for the time worked.

55.3 Where work commences between 11.00pm and midnight on a holiday above, the time so worked before midnight shall not entitle the employee to the amount prescribed in subclause 55.2.3.

55.4 **PROVIDED** that the time worked by an employee before midnight on a day preceding a holiday mentioned in this clause and extending into such holiday the time worked before midnight shall be regarded as time worked on a holiday

55.5 Provided that Employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

55.6 An employee required to work on any of the holidays mentioned in 55.1, where such holiday applies at his/her normal place of work but because his/her duties requires the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

#### 55.7 Part-time Employees

A part-time Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday.

55.8 UA and an Employee may agree to substitute another day for a public holiday, such agreement to be recorded in writing.

## 56 ROSTER

A roster established in accordance with this clause, shall:

56.1.1 clearly set out the names days, dates and hours during which each employee is required to attend for duty;

56.1.2 not require an employee to work more than eight hours each day subject to agreement being reached otherwise in accordance with Clause 53 - Hours;

56.1.3 provide for not more than eight days to be worked in any nine consecutive days;

56.1.4 unless otherwise agreed, provide at least nine (9) for nurses, and eight (8) hours for all other employees between successive ordinary shifts,

56.1.5 not be changed until after four weeks' notice or in the case of an individual employee shall not be changed except on one weeks' notice of such change or the payment of two weeks' pay in lieu of notice in accordance with the employees previous roster;

56.1.6 provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned, alternative arrangements are made;

56.1.7 clearly stipulate a 28 day accounting period

56.1.8 Provided that part-time employees engaged as a rostered employee, works additional shifts outside the roster, shall not attract a penalty (other than roster loading, Saturday, Sunday and Holiday with Pay penalty) provided that any time worked in excess of eight hours per day shall be paid at double time except as provided in Clause 53.5.3, OR

56.1.9 Where an employee is instructed to work, he/she shall be entitled to overtime payments in accordance with Clause 54.

56.2 Notwithstanding any other provision of this Agreement, this clause shall not apply to casual employees, Directors of Nursing or Deputy Directors of Nursing (however titled).

56.3 Notice of roster

Permanent part-time and casual employees in a residential facility shall be given as much notice as possible of additional available shifts.

56.4 Client and shift cancellation

56.4.1 Cancellation of shift/block – minimum notice

Cancellation of shifts or blocks may occur up to 12 hours prior to commencement for morning shifts, and up to 6 hours prior to commencement for afternoon or night shifts. Where available an employee may be redeployed to an alternative program taking into account the employees relevant skills and experience.

56.4.2 Cancellation of shift/block – failure to provide minimum notice

Where minimum notice (as per (56.4.1)) is not provided then the employee may be redeployed to an alternative program, taking into account the employees relevant skills and experience. If no alternative option within a UA program is available, the employee is entitled to 3 hours pay (Residential), or the length of the shift/block (Community) at their normal rate of pay for that shift.

However, where a community employee arrives to deliver services to a client and an unscheduled cancellation occurs (including where the client is not at home) then the time for that engagement:

1. will be paid; and
2. will be used for determining the minimum engagement for that day.

#### 56.5 Cancellation of shifts – childcare costs

A casual or permanent part time employee who has their shift cancelled with less than the notice specified in 56.4.1, and is unable to be redeployed to an alternative program, and who has incurred child care fees as a result, shall on presentation of receipts to the employer, be entitled to a full reimbursement of these child care costs provided that the claim for reimbursement must be made to the employer within 2 pay fortnights of incurring the loss.

### 57 ADDITIONAL HOURS - PART TIME

Part time employees may at their discretion undertake work that is in addition to their normal rostered shifts at times when they are not rostered for their normal duties. These 'additional hours' will be undertaken in accordance with the following conditions and arrangements where an employee: -

- a) must not work more than 76 ordinary hours per fortnight;
- b) must not work more than eight ordinary hours in one day or ten ordinary hours by agreement;
- c) indicates their desire to work 'additional hours' by recording their name on a list of staff available to work 'additional hours' in the next roster period;
- d) will be paid at the ordinary time rate of pay, including allowances as applicable.

PROVIDED that where an employee works hours in excess of (a) or (b) above, the Overtime provisions of clause 54 will apply.

### 58 MINIMUM ENGAGEMENT

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

Permanent part-time employees and casual employees within Residential will receive minimum payment of two hours for each engagement in respect of ordinary hours of work.

Permanent part-time employees and casual Community employees will receive minimum payment of one hour for each engagement in respect of ordinary hours of work.

### 59 SHIFT VARIATION

The Employer will not unreasonably vary the shifts worked by the employees. The relevant considerations in determining this will be the personal or family circumstances of the Employees and the operational requirements of the Employer.

## **60 SHIFT WORK**

### **60.1 Shift Allowance**

60.2 Shift workers shall be paid the following loading on their ordinary rate for such shifts:

60.2.1 Afternoon shift - 15%;

60.2.2 Night shift - 15%

Please note that the applicable Shift Penalty for Night Shift shall be subject to the transitional provisions below:

60.2.3 15.25% from the first full pay period from the first full pay period following the Agreement being made

60.2.4 15.5% from the first full pay period after 1 July 2015

60.2.5 15.75% from the first full pay period after 1 July 2016

60.2.6 16% from the first full pay period after 1 July 2017

60.2.7 16.25% from the first full pay period after 1 July 2018

60.2.8 Provided that this Clause shall not apply to CEO/DON or equivalent

60.2.9 Provided further that the afternoon and night shift penalties do not apply on weekends or public holidays.

## **61 MULTI SKILLING**

Provided that the duties are incidental or peripheral to those normally performed within the employee's classification level and provided that:

- (a) such duties do not promote a narrowing of the employee's skill base, then the employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training;
- (b) where an employee is directed to carry out work within his/her classification level or work of a lower classification level, such work shall be performed without reduction of salary.
- (c) where an employee is directed to carry out work of a higher band, the provisions of clause 62 - Higher Duties shall apply.

## **62 HIGHER DUTIES**

An Employee, other than an administrative or nursing employee, engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

An administrative employee or nursing employee who, for a period of five consecutive days or more, performs duties of an employee with a higher classification, then that employee shall be paid the rate applicable to the higher classification.

Any direction issued under this clause shall be consistent with the employer's obligation to provide a safe and healthy working environment.

### **63 DAYLIGHT SAVING**

If an employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

### **64 MOTOR VEHICLES**

#### **64.1 Kilometre Allowance**

An employee who is required to use their own vehicle by the employer is entitled to be reimbursed on a per kilometre basis in accordance with the Australian Taxation Office Schedule.

#### **64.2 Claims for kilometres travelled**

An employee seeking reimbursement for travel will make a written claim on the Employer's standard travel claim forms, which must be authorised by the relevant manager within 14 days of travel occurring. The Employer will not pay a travel allowance for any unauthorised travel.

#### **64.3 Registration and Roadworthiness**

Where a private motor vehicle is to be used by an employee for the purposes of filling a work engagement, evidence is to be provided to UA prior to the first motor vehicle use and thereafter on the 1st September that

- a) the employee has a current and valid driver's licence
- b) the vehicle is registered and roadworthy
- c) the vehicle is insured for third party property insurance.

Should at any time a vehicle cease to be roadworthy, cease to be registered, or covered by third party insurance then the employee is to notify the employer immediately and stop using that vehicle for the purpose of their employment with UA. If an employee elects not to have comprehensive insurance on their vehicle then UA cannot be held liable for any damage incurred to the employee's vehicle arising out of an accident.

Any vehicle for which kilometre reimbursements are claimed is to be presented in a clean and tidy manner for each engagement and regularly maintained.

#### 64.4 Vehicle cleaning

The Employer will bear costs of internal vehicle cleaning of an employee's vehicle if that vehicle has been soiled by a client in the course of their normal duties. Should an employee have concerns regarding the transportation of a client, they are required to advise their supervisor to discuss alternative options.

#### 64.5 Loss of Driving Licence

Where an employee cannot complete their normal duties without use of a motor vehicle and that employee ceases to be licensed to drive a motor vehicle then the Employer will investigate possible alternatives in accordance with clause 64.6 below. After investigation of these alternatives and consideration of the operational requirements of the organisation, the Employer may suspend the employee without pay or terminate the employment of the employee.

#### 64.6 Alternatives

Before suspending or terminating an employee due to loss of license or motor vehicle the Employer will explore possible alternative options with the Employee including but not restricted to redeployment or taking annual leave or long service leave.

### **65 TRAVELLING**

#### 65.1 Travelling

An employee who is required to travel in the course of his/her duties shall be reimbursed economy-class fares and all reasonable out-of-pocket expenses.

#### 65.2 Excess fares

Employees required to attend for work at a place other than their regular place of employment shall be reimbursed such additional fares as they may incur.

An employee required to work overtime at a time when public transport is not available shall be reimbursed by the employer the reasonable costs of travel from work to home.

This provision does not apply to employees who utilise their own vehicle.

## **SECTION G - CHANGE MANAGEMENT**

### **66 CONSULTATION AND PROCEDURES**

#### **66.1 Employer's duty to notify**

Where the employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their union.

#### **66.2 "Significant effects"**

Significant effects referred to in clause in 66.1 include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the alteration of the hours of work;
- (e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provisions for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### **66.3 Employer's duty to discuss change**

The employer shall discuss with the employees affected and their union or employee representative as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 66 including discussion about:

- a) the introduction of changes referred to in clause 66;
- b) the effects the changes are likely to have on employees;
- c) measures to avert or mitigate the adverse effects of such changes on employees.

#### **66.4 Consultation about changes to rosters or hours of work**

Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change. The employer must:

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

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

give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

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

#### 66.5 Employee concerns

The employer shall give prompt consideration to matters raised by the employees and or their union in relation to the changes.

#### 66.6 Information in writing

For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union or other employee representative

- all relevant information about the changes proposed;

- the expected effects of the change on employees; and

- any other matters likely to effect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.



## **SECTION H - DISPUTE AND DISCIPLINARY PROCEDURES**

### **67 DISPUTE RESOLUTION PROCEDURE**

In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards (including subsections 65(5) or 76(4) of the Fair Work Act), or any other work-related matter, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of local management as appropriate.

A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.

If the dispute is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.

The above steps shall take place within seven (7) days or such longer period as may be mutually agreed.

If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to FWC for resolution by mediation and/or conciliation. If mediation and/or conciliation fails to settle the dispute, the party may refer the matter to FWC to arbitrate the dispute. FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the dispute until either the dispute is resolved or, if referred to FWC, up to the first hearing and then subject to any direction of FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.

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

The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision of FWC. FWC is empowered to deal with such an appeal under the terms of this Agreement.

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

## **68 DISCIPLINARY PROCEDURE**

### **68.1 First warning**

Where disciplinary action is necessary, the management representative shall notify the employee of the reason and the employee will be given an opportunity to respond. In the event that the employee's response is unsatisfactory then a first warning may be issued. The first warning may be verbal or written and will be recorded on the employee's personnel file. A union representative or other employee representative shall be present if desired by either party.

### **68.2 Second Warning**

If disciplinary concerns continue then the employee will be notified in writing and be given an opportunity to respond. The matter will be discussed with the employee and if appropriate, a second warning in writing will be given and recorded on the employee's personnel file. A union representative or other employee representative shall be present if desired by either party.

### **68.3 Final Warning**

If disciplinary concerns continue the employee will again be notified in writing and a response requested. If appropriate, a final warning will be issued in writing and recorded on the employee's personnel file. A union representative or other employee representative shall be present if desired by either party.

### **68.4 Dispute over disciplinary action**

If a dispute should arise over the above disciplinary action, then dispute resolution processes as specified in clause 67 will apply.

### **68.5 Termination**

In the event of disciplinary concerns recurring, then the employee may be terminated. No dismissals may take place without the authority of senior management.

### **68.6 Summary Dismissal**

Summary dismissal of an employee may occur for any act of serious and wilful misconduct.

### **68.7 Record retention / removal**

Records relating to disciplinary proceedings will be removed from the employee's personnel file if a period of twelve months elapses without any further warnings or action being required.

## 69 TERMINATION OF EMPLOYMENT

### 69.1 Notice of termination by UA

In order to terminate the employment of an Employee UA shall give to the Employee the following notice:

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

### 69.2 Employees over 45 years of age

In addition to the notice in clause 69.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service as defined by the *Fair Work Act 2009*, shall be entitled to an additional week's notice.

### 69.3 Payment in lieu of notice

Payment in lieu of the notice prescribed in 69.1 and/or 69.2 shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

69.3.1 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, UA would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the Employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the Employee's contract of employment.

69.3.2 The period of notice in this clause does not apply:

- in the case of dismissal for serious misconduct;
- to Employees engaged for a specific period of time or for a specific task or tasks;
- to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- to employees during probation period, in accordance with clause 52.3
- to casual Employees.

#### 69.4 Continuity of service

For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Act.

#### 69.5 Notice of termination by the Employee

69.5.1 The notice of termination required to be given by an Employee shall be the same as that required of UA, save and except that there shall be no additional notice based on the age of the Employee concerned.

69.5.2 Subject to financial obligations imposed on UA by an Act, if an Employee fails to give notice UA shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### 69.6 Time off work during notice period

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

Where an Employee has given or has been given notice she/he shall continue their employment until the date of expiration of such notice and where an Employee who has given or has been given notice refuses to work or is absent from work without just cause or excuse the Employee shall be deemed to have abandoned their employment and shall not be entitled to payment for the period of notice.

#### 69.7 Abandonment of Employment

If an employee is absent from work, without just cause for a continuous two week period, without the consent of UA and without notification to UA, it will be deemed that the employee has abandoned their employment. In such a case UA will be entitled to treat the employee as having resigned and the employment having been terminated by the employee at his/her initiative and only be required to pay the employee the salary and accrued leave entitlements payable to the last day worked.

UA will make reasonable efforts to contact the employee prior to finalising their employment.

## 70. REDUNDANCY

Where UA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of UA, UA shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.

The parties agree that it is not desirable to lose the services of employees through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation where possible in the context of the operational requirements of the organisation.

### 70.1 Redeployment and retraining

In the event of a position being made redundant, or an employee's hours are reduced or altered which causes a loss of an employee's income the following shall apply:

- (a) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (b) An employee seeking redeployment may be retrained for an available position on condition that the employee can demonstrate that he or she possesses the necessary capacity for that position.
- (c) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the employee to perform the duties of the position to which the employee is being redeployed. The employee will be entitled to undertake this training during work time.

All reasonable attempts will be made to ensure that an employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

### 70.2 Notice of Redundancy

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of employee's income. In all cases however, the minimum period of notice for employees subject to termination or reduction or alteration of hours which causes a loss of employees income, will be two (2) weeks.

The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of employee's income is as per clause 69.1

### 70.3 Voluntary Redundancy

In the event that it is necessary for the employer to make a position (s) redundant, or reduce or alter hours which causes a loss of employees income, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

PROVIDED that, the employer will only be required to seek such expressions of interest from staff employed at the same worksite and in the same classification as the position being made redundant.

In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing staff. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an employees income, the employer will be entitled to take into account the operational requirements of the business. The employer shall consult with the union or nominated representative where the employer rejects an application for voluntary redundancy in favour of an involuntary redundancy.

#### 70.4 Redundancy Package

Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:

Period of Continuous Service	Severance Pay**
Less than 1 year	2 weeks
1 Completed year	4 weeks
2 Completed years	6 weeks
3 Completed years	7 weeks
4 Completed years	8 weeks
5 Completed years	10 weeks pay
More than 5 completed years	2 weeks pay per completed year of service up to a maximum of 26 weeks

#### 70.5 Redundancy entitlements – Nurses employed on or prior to 13 March 1996

Nurses who commenced employment with UA prior to 13 March 1996 will be provided with 2 weeks pay per year of service in any situation where their position should become redundant, such payment to be compensation for both severance pay and notice.

## 70.6 Financial Counselling.

- 70.6.1 The employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The employer will pay for the initial cost associated with the financial counselling (up to two sessions) from a financial counsellor agreed to by the employer and the employee.
- 70.6.2 The employer will provide to each employee an indication of pay at the time when written information about the redundancy is provided.
- 70.6.3 Provided that in the case where the employer facilitates acceptable alternative employment for an employee, including the transfer of all entitlements, the provisions of this redundancy clause shall not apply.
- 70.6.4 Acceptable alternative employment will have been provided where the employee is transferred to
- (a) a position which reflects the individual skills of that employee; and
  - (b) a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists.

## 70.7 Week's pay definition

For the purposes of this clause 'Week's pay' means the ordinary time rate of pay for the Employee concerned, excluding allowances and penalties.

## 70.8 Employee Leaving During Notice Period

An Employee whose employment is terminated for reasons set out in this clause may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with UA until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

## 70.9 Alternative Employment

Where UA offers the Employee acceptable alternative employment no severance payment is payable. Acceptable alternative employment means employment in the same discipline, without loss of income, within reasonable proximity of the Employee's home and without imposition of a qualifying or probationary period.

## 70.10 Time off Period of Notice

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

the request of UA, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.

- c) For this purpose a statutory declaration will be sufficient.

#### 70.11 Employees with Less Than One Year's Continuous Service

This clause does not apply to Employees with less than 1 year's continuous service.

#### 70.12 Employees Exempted

This clause shall not apply where employment has been terminated because of serious misconduct or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

#### 70.13 Transfer of business

The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from UA (in this sub-clause called the transmittor) to another employer (in this sub-clause called the transmittee), in any of the following circumstances:

70.13.1 Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or

70.13.2 Where the Employee rejects an offer of employment with the transmittee:

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

#### 70.13.3 This clause does not apply to employees

- a) Terminated as a consequence of serious misconduct that justifies dismissal without notice
- b) Probationary employees
- c) Apprentices
- d) Trainees
- e) Employees engaged for a specific period of time or for a specified task or tasks
- f) Casual employees

#### 70.14 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in paragraph 70.1 the Employee shall be entitled to the same period of notice of transfer as the employee would be entitled to if the employee's employment had



been terminated, and UA will make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

## **SECTION I – AGREEMENT MATTERS, VARIATION AND SIGNATORIES**

### **71 SCHEDULES / APPENDICES**

The Schedules and Appendices attached to this Agreement form part of this Agreement and are to be read in conjunction with the Agreement.


### **72 VARIATION OF AGREEMENT**

72.1 Subject to the requirements of the *Fair Work Act 2009* ('the Act') an application to Fair Work Commission to vary the terms of the Agreement can be made under Section 207 of the Act. Such application must be in writing and agreed to by the parties. Classifications

- (a) Classifications and classifications in grades are set out in Appendix A.
- (b) The salary and allowance increases are set out in Schedule A.
- (c) Amendments to classifications and classifications in grades made by previous Agreements have been incorporated into Appendix A of this Agreement.

73 SIGNATORIES TO THE AGREEMENT

UNITING AGEWELL TASMANIA COLLECTIVE AGREEMENT 2014



CRAEME BARNES

Print name

Executive Director  
Uniting AgeWell Victoria & Tasmania

[Signed on behalf of the Employer, Uniting AgeWell Victoria & Tasmania]

Address: 130 Little Collins Street, Melbourne 3000

Date



NEROLI ELLIS

[on behalf of appointed Employee bargaining representative]

Print Name

Australian Nursing & Midwifery Federation  
(Tasmanian Branch)

**Authority to sign:** I, Neroli Ellis, as Secretary of the Australian Nursing & Midwifery Federation (Tasmanian Branch), under the registered Rules of the Federation am authorised to act in this matter.

Address: 182 Macquarie St, Hobart

Date 3 December 2014

[on behalf of appointed Employee bargaining representative]

Print Name Tim Jacobson

Health and Community Services Union  
(Tasmanian Branch)

**Authority to sign:** I, Tim Jacobson, as Secretary of the Health and Community Services Union (Tasmanian Branch), under the registered Rules of the Union am authorised to act in this matter.

Address: 11 CLARE ST NEW TOWN HOBART.

Date 5/12/14

## **SECTION J – APPENDIX AND WAGE SCHEDULE**

### **APPENDIX A – EMPLOYMENT CLASSIFICATIONS**

#### **74 CLASSIFICATION STRUCTURE - NURSES**

##### **74.1 Salary Re-Entry Registered Nurse**

Registered Nurses undertaking the re-entry to practice course shall be paid at Level 1 Year 1 during their course clinical time. The nurse shall be paid as a level 1 Registered Nurse year 2 for the first 1976 hours or 2 years whichever comes first. Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience such as a statement(s) of service or group certificate(s)

##### **74.2 Salary Re-Entry Enrolled Nurse**

Enrolled Nurses undertaking the re-entry to practice course shall be paid at the first increment of the EN pay scale during their course clinical time. The nurse shall be paid as a EN Pay Point 6 for the first 1976 hours or 2 years whichever comes first. Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience such as statement(s) of service or group certificate(s).

##### **74.3 Enrolled Nurse Upgrade To Registered Nurse**

In recognition of the need to retain staff within the Aged Care sector, an enrolled nurse who completes a period of study that entitles them to seek registration with the Australian Health Practitioners Regulation Agency shall, if they wish to continue with the employer, be transferred to a position as a Registered Nurse within the facility, where such position is available and where the employee is suitable for the position.

An Enrolled Nurse commencing as a Registered Nurse shall be paid as a Level 1 year 3 Registered Nurse for their first year of service.

##### **74.4 Medication Endorsed Enrolled Nurse**

An Enrolled Nurse who has a medication endorsement and who is required by the employer to utilise such medication endorsement shall be paid on the following classification.

Enrolled Nurse Pay Point 6

(See Schedule A)

"Medication Endorsement" shall mean endorsement for the administering of medications as issued by the Australian Health Practitioners Regulation Agency.

## **75 NURSE CLASSIFICATIONS**

75.1 **Nurse** means a nurse registered as such with the Australian Health Practitioners Regulation Agency.

### **75.2 LEVEL 2 - REGISTERED NURSE RATIO**

75.2.1 The minimum number of full-time equivalent (FTE) at Level 2 shall be:

75.2.2 25% of the Registered Nurse FTE positions.

75.2.3 Provided that positions at Level 4 and above shall not be taken into account for the purpose of the calculation.

75.2.4 Changes to the minimum number of level 2 RN's may be done through consultation and mutual agreement with the appropriate parties

### **75.3 ACCELERATED ADVANCEMENT**

75.3.1 Entitlement

75.3.2 Subject to 15.1.2, a Registered Nurse - Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Nursing Board of Tasmania, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:

75.3.3 a UG1 degree in nursing; or

75.3.4 registration in another branch of nursing or on another nursing register maintained by Australian Health Practitioners Registration Agency where the employee is working in a particular practice setting which required the additional registration; or

75.3.5 successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.

75.3.6 A Registered Nurse - Level 1 who has been advanced once in accordance with this clause shall not be entitled to further advancement.

### **75.4 Registered Nurse—level 1 (RN1)**

An employee at this level performs their duties:

- (a) according to their level of competence; and
- (b) is not otherwise classified.

An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of clients within the practice setting;
- providing support, supervision, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses or other employees;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

#### 75.5 Registered Nurse—level 2 (RN2)

An employee at this level:

- 1 holds any other qualification required for working in the employee's particular practice setting; and
- 2 is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse and is accountable for the overall provision of client/resident care and the management of resources.

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

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

- a) delivering direct and comprehensive nursing care and individual case management to a specific group of clients in a particular area of nursing practice within the practice setting;
- b) providing support, supervision, direction, orientation and education to RN1's, EN's, student nurses and student EN's, or other employees;
- c) being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- d) acting as a role model in the provision of holistic care to clients in the practice setting; and

- e) assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

#### 2.1 Registered nurse—level 3 (RN3)

An employee at this level:

- (a) holds any other qualification required for working in the employee's particular practice setting; and
- (b) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical Nurse Consultant, Care Manager or Nurse Educator.

In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and client groups:

Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- (b) staff and client education;
- (c) staff selection, management, development and appraisal;
- (d) participating in policy development and implementation;
- (e) acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- (f) delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- (g) coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of residents/clients within a practice setting; and
- (h) coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Duties of a **Nurse/Care Manager** will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- (b) staff selection and education;
- (c) allocation and rostering of staff;

- (d) occupational health;
- (e) initiation and evaluation of research related to staff and resource management;
- (f) participating in policy development and implementation;
- (g) acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- (h) being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- (i) managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

Duties of a **Nurse educator** will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- (b) implementation and evaluation of staff education and development programs;
- (c) staff selection;
- (d) implementation and evaluation of patient or client education programs;
- (e) participating in policy development and implementation;
- (f) acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- (g) being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

## 2.2 Registered nurse—level 4 (RN4)

An employee at this level:

- a) holds any other qualification required for working in the employee's particular practice setting; and
- b) is appointed as such by a selection process.

An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

In addition to the duties of an RN3, an employee at this level will perform the following duties:

Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- (b) provision of appropriate education programs, coordination and promotion of clinical research projects;
- (c) participating as a member of the nursing executive team;
- (d) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- (e) managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- (f) being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- (g) being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- (h) being accountable for clinical operational planning and decision making for a specified span of control; and
- (i) being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- (b) coordination and promotion of nursing management research projects;
- (c) participating as a member of the nursing executive team;
- (d) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- (e) managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- (f) being accountable for the effective and efficient management of human and material resources within a specified span of control;
- (g) being accountable for the development and coordination of nursing management systems within a specified span of control; and



(h) being accountable for the structural elements of quality assurance for a specified span of control.

Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
- (b) coordination and promotion of nurse education research projects;
- (c) participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- (d) managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- (e) being accountable for the standards and effective coordination of education programs for a specified population;
- (f) being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- (g) being accountable for the management of educational resources including their financial management and budgeting control; and
- (h) undertaking career counselling for nursing staff.

### 2.3 Registered nurse level 5—(RN5)

An employee at this level:

- a) holds any other qualification required for working in the employee's particular practice setting; and
- b) is appointed as such by a selection process

An employee at this level may also be known as a Director of nursing.

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

In addition to the duties of an RN4, an employee at this level will perform the following duties:

- a) being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- b) participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;

- c) providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- d) providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- e) managing the budget of the nursing division of the health unit;
- f) ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- g) complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

### 3 ENROLLED NURSE CLASSIFICATIONS

3.1 This clause applies Enrolled Nurses. **Enrolled Nurse** means a nurse enrolled as such with the Australian Health Practitioners Regulation Agency.

3.2 Enrolled nurse—pay point 1

1. **Pay point 1** refers to the pay point to which an enrolled nurse (EN) has been appointed.

An employee will be appointed based on training and experience including:

having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or

having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and

having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

#### 1. Skill indicators

The employee has limited or no practical experience of current situations; and

The employee exercises limited discretionary judgment, not yet developed by practical experience.

3.3 Enrolled nurse—pay point 2

a. **Pay point 2** refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

#### **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;

an ability to relate theoretical concepts to practice; and/or

requiring assistance in complex situations and in determining priorities.

### **3.4 Enrolled nurse—pay point 3**

- 1. Pay point 3** refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

#### **2. Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;

observation and assessment skills to recognise and report deviations from stable conditions;

flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or

communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

### 3.5 Enrolled nurse—pay point 4

1. **Pay point 4** refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

#### 3. Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

speed and flexibility in accurate decision making;

organisation of own workload and ability to set own priorities with minimal direct supervision;

observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or

communication and interpersonal skills to meet psychosocial needs of individual/groups.

### 3.6 Enrolled nurse—pay point 5

1. **Pay point 5** refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and

the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

#### 4. Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;

responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

efficiency and sound judgment in identifying situations requiring assistance from an RN.

### 3.7 Enrolled nurse—pay point 6

1. **Pay point 6** refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 5; and

the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time; **or**

Entry level for an enrolled nurse with medication endorsement.

#### 5. Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;

responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

efficiency and sound judgment in identifying situations requiring assistance from an RN.

### 3.8 Enrolled nurse—pay point 7

- 1.1.a.1 **Pay point 7** refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 6; and

the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

#### **6. Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;

responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

efficiency and sound judgment in identifying situations requiring assistance from an RN.

#### **3.9 Enrolled nurse—pay point 8 – Team Leader**

- (a) **Pay point 8 – Team Leader** refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on appointment to the position of EN Team Leader.

#### **7. Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- a) contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- b) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- c) efficiency and sound judgment in identifying situations requiring assistance from an RN; and
- d) Coordinating and being responsible for the direct care of a number of residents, including the supervision and coordination of other staff.

- 3.10 **Student/Trainee Enrolled Nurse** means an employee undergoing training in an approved course in enrolled nursing.

## **4 ACC CLASSIFICATIONS**

### **4.1 Community Home Based Carer**

For the purpose of this Agreement, "Personal Carer" and "Home Based Carer" refer to employees employed to deliver care and related activities in client homes and

community settings. This category of worker works under limited direction in the application of practices, procedures and guidelines which are well established, with instructions which clearly state work process, procedures and policies; specific instructions and assistance is limited to unusual or complex features.

#### 4.1.1 Progression

The following progression;

- a) All employees commence on Level 1 (Home Care Level 1)
- (b) Progression to Level 2 (Home Care Level 2) will occur after 1976 hours or 2 years at Level 2, whichever comes first.
- (c) Progression to Level 3 (Home Care Level 3) will occur after 1976 hours or 2 years at Level 2, whichever comes first.
- d) Experienced and qualified employees can be engaged up to Level 3 provided documentary evidence is given by the person. An example is their CV with referee verification.

## 4.2 Extended Care Assistants (ECA) - Residential

4.2.1 The Extended Care Assistants structure is as follows: -

### 4.2.2 Trainee Extended Care Assistant

The classification of Trainee Extended Care Assistant no longer applies and the parties agree that the minimum classification of such an employee is Extended Care Assistant Level 2.

### 4.2.3 Extended Care Assistant (Level 2) – ACC Level 3

Means a person employed with less than two (2) years experience, to provide care to residents in accordance with guidelines predetermined by the employer and be subject to direct supervision. Such an employee will remain at this level until 1976 hours work (or two calendar years whichever comes first) has been completed.

Entry point:

- a) New employee
- b) ECA returning after an absence of more than 5 years.
- c) An employee at this level must hold a Certificate 2 in an Aged Care specific course.

### 4.2.4 Extended Care Assistant (Level 3) – ACC Level 4

Means an employee who provides direct care to residents in accordance with guidelines predetermined by the employer and be subject to direct supervision.

Entry point:

ECA Level 2 after 1976 hours at that level or after 2 calendar years at that level, whichever comes first or

completes an internal program, external program or a combination of both as mutually agreed in writing by UA prior to the commencement of the program; or

Holds a relevant qualification (Certificate III) or other relevant qualification obtained in an Aged Care Specific course.

#### 4.2.5 Senior Extended Care Assistant (Level 4) – ACC Level 4

Means an employee who provides direct care to residents in accordance with routines established by the employer and be subject to general supervision and shall use initiative and judgement. Indicative tasks that may be performed at this level include Diversional therapy.

In order to progress to Level 4 an employee

- a) must be appointed in writing to a position of greater accountability than ECA Level 3; and
- b) must hold a relevant qualification (Certificate IV) in an Aged Care Specific course, or;
- c) must have completed an internal program, external program or a combination of both as mutually agreed in writing UA prior to the commencement of the program; or
- (d) Lifestyle Assistants - provide Diversional/lifestyle therapy to residents.

#### 4.2.6 Senior Extended Care Assistant (Level 5) – ACC Level 5

Means an employee who provides direct care to residents in accordance with routines established by the employer and be subject to limited supervision and shall use a significant degree of discretion.

In order to progress to Level 5 an employee

- a) must be in charge of employees within their section or department, or;
- c) is the nominated Supervisor on night shift at Strathglen, or;
- d) holds a relevant Diploma in Community Services.

#### 4.2.7 Senior Extended Care Assistant – Hostel Supervisor / Team Leader – ACC Level 7

Means an employee who provides direct care to residents in accordance with routines established by the employer and be subject to minimal supervision and shall use a significant degree of discretion.

In order to progress to ECA Team Leader an employee

- a) must be appointed in writing to a position Hostel Supervisor / Team Leader with responsibility for the supervision and co-ordination of direct care for a number of residents including the co-ordination of other staff, work allocation, rostering and guidance.



### 4.3 Administrative Employees

#### 4.3.1 Entry Level

**Entry Level'** shall mean the entry point for employees with less than 1976 hours (or two calendar years whichever comes first) clerical experience, and on completion of that clerical experience (whether with one or more employers in any industry) such employee shall be advanced to a graded position dependent on skills held and position requirements.

#### 4.3.2 Administration Level 1a

An employee at this level shall be a Level 1b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

#### 4.3.3 Administration Level 1b

An employee at this level may be engaged on tasks requiring direct supervision.

Performs routine tasks and/or operates basic equipment within guidelines established by the employer, requiring previous training or experience.

The employee would exercise little or no discretion.

Indicative tasks that may be performed at this level include:

Reception duties, filing, typing, mail.

#### 4.3.4 Administration Level 2a

An employee at this level shall be a Level 2b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

#### 4.3.5 Administration Level 2b

An employee at this level may be engaged on tasks requiring direct supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 1b Administrative Employee.

The employee may be responsible and accountable for their own work which is performed within routines and guidelines established by the employer.

The employee may exercise some discretion in relation to their own work.

Indicative tasks that may be performed at this level include in addition to those of Level 1b Administrative Employee:

Word processing, data input and retrieval.

#### 4.3.6 Administration Level 3a

An employee at this level shall be a Level 3b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

#### 4.3.7 Administration Level 3b

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 2b Administrative Employee.

The employee would be responsible and accountable for their own work which is performed within guidelines established by the employer.

The employee would exercise some discretion in relation to their work.

An employee at this level may be in charge of up to five lower level employees.

Indicative tasks that may be performed at this level include in addition to those of Level 2b Administrative Employee:

Accounts, basic payroll duties.

#### 4.3.8 Administration Level 4

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 3b Administrative Employee.

The employee would be responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within limits prescribed by the employer.

An employee at this level may be in charge of more than five lower level employees and be able to provide guidance by means of personal instruction and demonstration.

#### 4.3.9 Administration Level 5

An employee at this level may be engaged on tasks requiring limited supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 4 Administrative Employee.

The employee would be responsible and accountable for their own work and have responsibility for the work of others.

The employee would exercise initiative, discretion and judgement in the performance of their work.

#### 4.3.10 Administration Level 6

An employee at this level may be engaged on tasks requiring minimum supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 5 Administrative Employee.

The employee would be responsible and accountable for their own work and be responsible and accountable for the work of others.

The employee may be in charge of a section or department and would exercise initiative, discretion and judgement.

#### 4.3.11 Administration Level 7

An employee at this level may be engaged in the performance of clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required for Level 6 Administrative Employee.

The employee would be responsible and accountable for their own work and be responsible and accountable for a section or department.

The employee would exercise initiative, discretion and judgement in the performance of their duties.

Supervision would be by means of reporting to more senior employees as required.

### 4.4 Services Employees

#### 4.4.1 Services Level 1

The classification of Services Employee Level 1 no longer applies and the parties agree that the minimum classification of such an employee is Services Level 2.

#### 4.4.2 Services Level 2

An employee at this level may be engaged on tasks requiring direct supervision.

Performs routine tasks and/or operates basic equipment requiring previous training or experience and little or no discretion on the part of the employee.

#### 4.4.3 Services Level 3

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant and equipment requiring skills beyond Level 2 Services Employee and which require the use of some discretion on the part of the employee.

An employee at this level may be in charge of up to six lower level employees.

#### 4.4.4 Services Level 4

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant, equipment and vehicles requiring skills beyond Level 3 Services Employee and which may require a significant degree of discretion on the part of the employee.

May provide routine assistance to trades employees requiring a limited level of trade knowledge and skill.

An employee at this level may be in charge of up to 12 lower level employees and be responsible for the assignment and quality of their work.

#### 4.4.5 Services Level 5

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant, equipment and vehicles requiring trade qualifications.

Performs tasks and/or operates plant, equipment and vehicles requiring a level of skills and knowledge acceptable to the employer.

An employee at this level may be in charge of up to 20 lower level employees engaged on a variety of non-trades tasks.

#### 4.4.6 Services Level 6

An employee at this level may be engaged on tasks requiring limited supervision.

Performs trade work requiring a high level of trade skill utilising initiative and judgement above that required at Level 5 Services Employee.

An employee at this level may be in charge of up to 20 lower level employees engaged on a variety of non-trades tasks and be responsible for the assignment and quality of their work.

#### 4.4.7 Services Level 7

An employee at this level may be engaged on tasks requiring limited supervision.

Performs trade work requiring a high level of trade skill employing an independent approach and a high degree of initiative.

These tasks may encompass the provision of trade and equivalent level guidance to other employees.

An employee at this level may be in charge of more than 20 lower level employees engaged in trades tasks and be responsible for the assignment and quality of their work.

#### 4.4.8 Services Level 8

An employee at this level may be engaged on tasks using a more extensive range of skills and knowledge at a level higher than required for Level 7 Services Employee.

The employee would be responsible and accountable for their own work and be responsible and accountable for a section or department.

The employee would exercise initiative, discretion and judgement in the performance of their duties.

Supervision would be by means of reporting to more senior employees as required.

### 5 AGED CARE EMPLOYEES - ACC

#### 5.1.1 Aged care employee—level 1

**Entry level:**

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

An employee at this level:

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

Indicative tasks performed at this level are:

- (a) Administrative employee, entry level

#### 5.2 Aged care employee—level 2

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
Administrative Employee Level 1 Services employees Level 2 - Laundry hand, Cleaner, Gardener (non-trade), Maintenance/Handyperson (unqualified), Driver (less than 1 ton)	Services employees Level 2 - Food services assistant

### 5.3 Aged care employee—level 3

An employee at this level:

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

In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Administrative employee levels 2 and 3 (second and subsequent years of service), including Receptionist, Pay clerk Driver (more than 1 ton but less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Services employee level 3 - Cook	ECA Level 2

### 5.4 Aged care employee—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Administrative employee Level 4 - Senior clerk, Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Services employee level 4 - Senior cook (trade)	ECA Level 3 – certificate 3 ECA Level 4 – certificate 4 Leisure & Lifestyle / Diversional Therapist

### 5.5 Aged care employee—level 5

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Administrative employee Level 5 - Secretary interpreter (unqualified) Services employee, Level 5 Maintenance	Services employee Level 5 - Chef	ECA Level 5 - Diploma Leisure & Lifestyle / Diversional Therapist

### 5.6 Aged care employee—level 6

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
Administrative employee Level 6 Services employee Level 6 - Maintenance tradesperson (advanced), Gardener (advanced)	Services employee Level 6 - Senior chef

### 5.7 Aged care employee—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Administrative employee Level 7 - Clerical supervisor, Interpreter (qualified), Senior Administration	Services employee Levels 7 & 8 - Chef /Food services supervisor	ECA Hostel Supervisor
Services employee Levels 7 & 8 - Gardener superintendent, General services supervisor		

## 6 COMMUNITY SERVICES EMPLOYEE CLASSIFICATIONS

### 6.1 COMMUNITY SERVICES EMPLOYEE - LEVEL 1

#### **Qualifications, Training and Experience**

- Appropriate, relevant experience; or
- Attainment through previous, relevant experience, an equivalent level of skills to undertake the range of activities required.
- May be required to undertake on-the-job training.

#### **Characteristics of the Level**

General features of this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific skills to the work of the organisation. In addition, employees may assist higher classified employees with specific projects.

Employees will be responsible for managing time, planning and organising their own work.

Positions at this level will involve the employee in extensive on-the-job training including familiarisation with goals and objectives of the workplace.

#### **Requirements of the Job**



Some, or all, of the following are needed to perform work at this level:

- skills in oral and written communication with clients and other members of the public;
- demonstrated ability to communicate with, and relate effectively to, clients;
- working knowledge of established work practices, procedures and policies relevant to the workplace/work area;
- developing knowledge of statutory requirements relevant to the workplace;
- understanding of basic computing concepts.

#### **Indicative Tasks and Functions**

- Performs a range of tasks/activities and achieve outcomes/results which are clearly defined and attainable.
- Provision of routine information and internal referral.
- Maintain basic information systems including client/service records.

#### **Responsibility**

An employee at this level:

- works under close direction, receiving specific instructions on requirements and methods; direction is task and outcome oriented;
- works under regular immediate supervision, work in progress may be subject to checking and outcomes are closely monitored;
- exercises limited initiative/judgment within established practices, procedures and/or guidelines. Problem solving and freedom to act is limited by established practices, procedures and/or guidelines.

Assistance from higher classified employees is readily available when problems exceed defined limits.

## **6.2 COMMUNITY SERVICES EMPLOYEE - LEVEL 2**

#### **Qualifications, Training and Experience**

Attainment through previous relevant experience, service and/or study of an equivalent level of skills to undertake the range of activities required; may be required to undertake relevant on-the-job training.

#### **Characteristics of the Level**

General features of this level include performing a range of activities using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from higher classified employees. Employees may receive instruction on the broader or more complex aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope to exercise initiative within procedures, methods and guidelines and to oversee and guide lower classified employees. Employees with supervisory responsibilities may undertake some moderately complex operational work and may undertake planning and co-ordination of activities within a workplace. Such employees will commence on the second grade.

Employees will be responsible for managing and planning their own work and that of lower classified employees.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level.

- Sound knowledge of work activities performed within the workplace;
- Sound knowledge of procedural/operational methods of the workplace;
- Working knowledge of statutory requirements relevant to the workplace;
- Ability to apply computing concepts.

### **Indicative Tasks and Functions**

Performs a range of activities in a defined area and/or is responsible for a collection of activities within the workplace;

Provides client support services, including provision of basic information and (external) referral services on an individual, group or community basis;

Assists or participates in activities which require the adaptation/interpretation of practices, procedures or guidelines, under the guidance of higher classified employees.

### **Responsibility**

An employee at this level:

Works under general direction in the application of well established practices, procedures and/or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;

Works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks/situations;

Exercises initiative/judgement and has freedom to act within established practices, procedures and/or guidelines;

Works under the immediate supervision of a higher classified employee and assistance is available when problems occur.

**PROVIDED** that an employee at this level may be required to remain on the premises of a residential service overnight, without an immediate supervisor present, in either a shiftwork or sleepover capacity. During this period the employee shall work within established guidelines, practices and procedures. Advice and assistance would be readily available from senior employees. In such circumstances an employee would not be expected to perform duties or exercise discretion at the level of a higher classified position. In such circumstances the employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

May oversee or provide guidance to lower classified employees and/or volunteers.

## **6.3 COMMUNITY SERVICES EMPLOYEE - LEVEL 2 B**

### **Qualifications, Training and Experience**

Appointment to a position under this classification;

Relevant Certificate III including personal carer, support worker, therapy assistant and administrative support;

Attainment through previous relevant experience, service and/or study of an equivalent level of skills to undertake the range of activities required;

may be required to undertake relevant on-the-job training.

### **Characteristics of the Level**

General features of this level include performing a range of activities using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from higher classified employees. Employees may receive instruction on the broader or more complex aspects of the work. In addition, employees may provide assistance to lower classified employees.

Employees engaged to provide personal care and support to clients may be required to perform relevant duties in the clients own home.

Employees with administrative responsibilities may be required to prepare reports for managers and committees, to have input into budget preparation and maintain agency records and files.

Positions at this level allow employees the scope to exercise initiative within procedures, methods and guidelines and to oversee and guide lower classified employees.

Employees will be responsible for managing and planning their own work and may be responsible for managing and planning the work lower classified employees.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Sound knowledge of work activities performed within the workplace;
- Sound knowledge of procedural/operational methods of the workplace;
- Working knowledge of statutory requirements relevant to the workplace;
- Ability to apply computing concepts.

### **Indicative Tasks and Functions**

- Performs a range of administrative duties in a service or programme;
- Provides client support and care services, including the provision of support and care services in a clients home;
- Assists or participates in development or adaptation of practices, procedures or guidelines, relate to their area of work, under the guidance of higher classified employees.

### **Responsibility**

An employee at this level:

- Works under general direction in the application of well established practices, procedures and/or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;
- Works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks/situations;
- Exercises initiative/judgement and has freedom to act within established practices, procedures and/or guidelines;
- Works without the immediate supervision of a higher classified employee. Advice and assistance is available from higher classified employees when problems occur.
- Employees engaged to provide personal care and support to clients are required to work on their own.
- May oversee or provide guidance to lower classified employees and/or volunteers.
- The employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

## 6.4 COMMUNITY SERVICES EMPLOYEE - LEVEL 3

### Qualifications, Training and Experience

Relevant Degree (in which case commencement at grade 3).

Relevant Diploma or Associate Diploma without experience; or

Attainment through previous appointments, service and/or study an equivalent level of skills to undertake the range of activities required.

### Characteristics of the Level

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills. Assistance is available from higher classified employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the substantial scope for exercising initiative and discretion in the application of established work procedures.

At this level, employees may be required to supervise a limited number of lower classified employees within a single programme in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work, and exercising autonomy in the selection of tasks, methods and procedures.

### Requirements of the Job

Some, or all, of the following are needed to perform work at this level:

comprehensive knowledge of activities performed within the organisation;

sound knowledge of policies and procedures of the organisation;

developing professional or specialised knowledge;

working knowledge of guidelines or statutory requirements relevant to the organisation.

Employees with supervisory responsibilities should have a working knowledge of the principles of human resource management and be able to assist lower classified employees with on-the-job training.

### Indicative Tasks and Functions

Undertake responsibility for various activities in a specific area.

Exercise responsibility for a function within the organisation.

Provide extensive client services within a specific area.

Undertake basic assessment and case management duties within established guidelines.

Plan and co-ordinate client services, including training.

Participate in the adaptation, modification and interpretation and development of practices, procedures and guidelines within a team or under the guidance of higher classified employees.

Co-ordinate elementary service programmes, or a single programme, at a more complex level under guidance of a more higher classified employee.

Employees required to perform specialised functions at this level would undertake at least some of the following:

undertake some minor phase of a broad or more complex assignment;

provide assistance to higher classified employees;  
perform duties of a specialised or professional nature;  
provide a range of information services;  
plan and co-ordinate elementary community-based projects or programmes;  
perform moderately complex functions, including social planning, demographic analysis, survey design and analysis.

### **Responsibility**

An employee at this level:

works under limited direction in the application of practices, procedures and guidelines which are well established, with instructions which clearly state work processes, procedures and policies; specific instruction and assistance is limited to unusual or complex features;

works under minimal general supervision from a higher classified employee or management, or work as a member of a team; decision's may be reviewed by higher classified employees or management;

has freedom to act and exercises considerable initiative within established practices, procedures and policies, with problems usually solved by reference to documented procedures and policies;

may be a sole employee in a single programme area with discrete operational responsibility, provided not required to exercise delegated functions related to management of the organisation.

## **6.5 COMMUNITY SERVICES EMPLOYEE - LEVEL 4**

### **Qualifications, Training and Experience**

Relevant Degree with relevant experience; or  
Relevant Diploma or Associate Diploma with considerable experience; or  
Lesser formal qualifications with substantial years of relevant experience; or  
Attainment through previous appointments, service and/or study, an equivalent level of skills to undertake a range of activities.

### **Characteristics of the Level**

General features of this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field and to exercise considerable discretion and initiative. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision of employees or volunteers in a single program area.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified employees and/or volunteers where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Comprehensive knowledge of statutory requirements relevant to the work;
- Comprehensive knowledge of organisation policies and activities and the role of the organisation and its services and/or functions;
- Specialists require an understanding of the underlying principles in a relevant discipline.
- The capacity to respond appropriately to client needs and manage potential conflict of interest.

### **Indicative Tasks and Functions**

- Assess, identify and respond to needs of clients with complex and multiple needs, including appropriate referral to other services.
- Undertake activities which may require the employees to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined.
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.
- Identification of specific or desired performance outcomes.
- Contribute to interpretation and development of policies and practices in areas of work for which there are no clearly established procedures.
- Provide assistance on grant applications, including research or collection of data.
- Undertake a wide range of activities or functions associated with programme or service delivery within a single programme or a limited range of closely related programmes.
- Recruit, train, co-ordinate volunteers in a single programme.
- Participate in interagency projects, collaborate in service delivery with other agencies and participate in external forums, working parties or reference groups that may relate to development of governmental policies or service/program standards.

Where the primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

- liaise with other specialists at a technical level;
- discuss techniques, procedures and/or results with clients on straightforward matters;
- lead a team within a specialised project;
- provide reference, research and/or technical information services;
- carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- under limited direction undertake tasks of a specialised, novel, complex and/or critical nature;
- perform a range of planning functions which may require knowledge of statutory and legal requirements;
- Participate in the planning and co-ordination of a community programme of a complex nature, including development, implementation and evaluation.

Where the position has significant co-ordination/management functions the employee may be required to:

- perform duties without reference to a higher classified employee;
- coordinate a single programme service or a small local community service with a limited range of related programmes;
- Perform duties related to the management of a local service organisation including input into budgets, strategic planning and policy development and implementation, and compliance with internal and external standards, and statutory requirements;
- Facilitate change processes.

### **Responsibility**

An employee at this level:

- works under broad direction, from higher classified employee (or committee or board in the case of a coordinator/manager) with instructions related to established objectives, policies and procedures;
- may work under professional supervision; operates independently with limited reporting;
- exercises considerable initiative, discretion or professional judgment and has a high degree of responsibility for service delivery within the constraints of organisational policy;
- participates in the development of practices, procedures and policies;
- provides supervision within the limits of skill and experience.

A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

## **6.6 COMMUNITY SERVICES EMPLOYEE - LEVEL 5**

### **Qualifications, Training and Experience**

Relevant Degree with considerable experience; or

Relevant Diploma or Associate Diploma with extensive experience; or

Qualifications in more than one discipline; or

Attainment through previous appointments, service and/or study, an equivalent level of skills to undertake the range of activities required.

An employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

### **Characteristics of the Level**

Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and discretion where practices and procedures are not clearly defined; and to contribute to the development of practices and policies.

General features of this level indicate involvement in establishing organisation program and procedures. Positions will include a range of work functions and may involve the supervision of employees or volunteers across a range of functions or program for which the employee is responsible. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget.

Employees at this level will be required to provide specialist advice to employees classified at a lower level.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.

Employees are required to participate effectively and make substantial contribution to the review of work practices, ongoing evaluation and reporting.

Employees are required to set priorities, plan and organise their own work and that of lower classified employees and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and employees.

Employees responsible for projects and/or functions will be required to establish, monitor and evaluate outcomes in relation to organisational goals.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

Comprehensive knowledge of statutory requirements relevant to the work;

Detailed knowledge of organisation activities, programmes, policies and of the role, structure and services of the organisation;

Sound specialised knowledge;

Extensive understanding of legal obligations in relation to client issues and capacity to manage potential conflicts of interest and to integrate service delivery and statutory requirements;

Ability to apply theory based policies to develop procedures consistent with workplace and programme requirements.

### **Indicative Tasks and Functions**

Exercise responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.

Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration.

Undertake a minor phase of a broad or more complex specialised assignment.

Assist with the preparation of, or prepare organisation or programme budgets in liaison with management.

Set priorities and monitor workflow in the areas of responsibility.

Provide specialist advice to employees classified at lower levels.

Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employees without reference to a higher classified employee.

Recruit, train, co-ordinate volunteers in a number of programmes.

Plan, develop, co-ordinate and administer the operation of a service with a range of related programmes, including financial management and reporting.

May be required to participate in the recruitment and selection of staff.

Collaborate with employees of own and other agencies in the development and implementation of assessment and intervention strategies and services.

Design, develop, implement, monitor and evaluate early intervention strategies.

Identify and respond to complex client issues and needs, which may include hostile, aggressive or involuntary clients.



Participate (internally and with other agencies and organisations) in the development, implementation or review of protocols and inter-service agreements.

Represent the organisation or service in consultative committees, working parties or reference groups, interagency and community sector-government negotiations; including the development of protocols, inter-service agreements, government policies and departmental strategies, and the development of industry/sector policy and standards.

Work within a complex risk assessment framework.

Where the prime responsibility lies in specialist services, employees at this level would undertake at least some of the following:

under limited direction, undertake a variety of tasks of a specialised, novel, complex and/or critical nature;

provide reports on progress of programme activities including recommendations; exercise specialised judgment;

carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;

exercise a high level of interpersonal skills in dealing with the public and other organisations;

Plan, develop, implement and/or operate a community service organisation within limits of responsibility and skills.

Where the position has significant co-ordination/management functions the employee may be required to:

Contribute to the development of governmental policies and strategies;

Facilitate change processes; and ensure compliance with internal and external standards and statutory obligations.

### **Responsibility**

An employee at this level:

Works under broad direction from a higher classified employee or a committee or board of management, with instructions in the form of broadly stated objectives and policies;

may work under professional supervision and accountability is by way of reporting to higher classified employees or committee/board;

has a high degree of responsibility for effective service delivery in moderately complex programmes or for the organisation;

exercises considerable initiative and professional judgment in relation to development and implementation of practices, procedures and policies;

may be involved in management functions related to the development and evaluation of work organisation, organisational goals and objectives;

may manage a single programme service or organisation, or a service with a limited range of programmes, that may include specialist services.

A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

An employee in a management position exercises a considerable level of accountability and responsibility for:

negotiating on behalf of the organisation within a framework determined by a board or committee or higher classified employee;

complex reporting requirements;

the organisation's involvement in multi-agencies arrangements, e.g. consortia;

the management of potential conflict of interest in relation to statutory requirements; and between clients and/or staff and/or committee;

service/programme performance against service agreement/contract requirements.

## 6.7 COMMUNITY SERVICES EMPLOYEE - LEVEL 6

### **Qualifications, Training and Experience**

Relevant Degree with extensive experience; or

Post Graduate qualification; or

Relevant Diploma or Associate Diploma with extensive and comprehensive experience; or

Attained through previous appointments, service and/or study, a level of skills sufficient to perform the duties required at this level.

Employees without formal qualifications and/or training, or equivalent skills may be required to undertake relevant study or training.

### **Characteristics of the Level**

A person employed at this level shall undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.

General features of this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist with or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to represent the organisation and to collaborate with other organisations and government agencies in relation to the development of high level policy and practice standards.

Positions at this level will require responsibility for decision making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a programme, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

The management of employees is normally a feature of this level and employees are responsible for larger organisation, and may supervise employees or volunteers in a

number of programmes or disciplines and may involve professional supervision. Work may span more than one discipline.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate employees. Employees will be required to understand and implement effective employees' management and personnel practices.

Positions at this level may be identified by:

- Impact of activities undertaken or achievement of stated outcomes/objectives for the work area;
- The level of responsibility for decision making;
- The exercise of judgment;
- Delegated authority; and
- The provision of expert advice.

### **Requirements of the Job**

- Comprehensive, detailed knowledge of organisation programmes, procedures and policies, relevant work practices and the structure, functions and long term goals of the organisation;
- Comprehensive professional or specialist knowledge;
- Comprehensive knowledge of management practices and principles, where the position has significant management functions;
- High level written communication skills;
- Employees in a service delivery role are required to have highly developed specialist knowledge and skills relevant to provision of services to clients with high level, complex needs.

### **Indicative Task and Functions**

- Undertake significant projects and/or functions involving the use of analytical skills.
  - Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals.
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single, specialist or multi programme service or organisation.
- Provide advice on matters of complexity within the work areas, including developing work practices and procedures; problem definition, planning and exercise of judgment.
- Provide advice on policy matters and contribute to their development.
- Negotiate on matters of significance to the organisation with other bodies and/or member of the public.
- Control and co-ordinate a work area or a larger organisation within budgetary and executive policy constraints.
- Exercise autonomy in establishing the operation of the work area.
- Provide a consultancy service for a range of activities and/or to a wide range of clients.
- Prepare comprehensive reports which may be require to meet external standards.

Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

- provide support to a range of activities or programmes;
- control and co-ordinate projects;
- contribute to the development of new procedures and methodology;
- provide expert advice/assistance relevant to the work area;
- supervise or support other specialised employees;
- provide consultancy services for a range of activities;
- Develop and provide specialised training programmes for professionals, students and community groups;
- Mediate and resolve complex issues in a high risk context.

### **Responsibility**

An employee at this level:

- Works under broad or professional direction from a higher classified employee or committee or board;
- exercises a high degree of initiative and professional judgment and has significant delegated authority;
- may exercise managerial responsibility for a major single programme or a multi programme or specialist service/organisation, in relation to development, implementation and evaluation of policies, procedures and standards, strategic plans and long term objectives.
- has a high level of responsibility arising out of statutory obligations.

A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

## **6.8 COMMUNITY SERVICES EMPLOYEE - LEVEL 7**

### **Qualifications, Training and Experience**

Qualifications generally beyond those normally acquired through a degree course, and experience in the field of specialist expertise; or

Substantial post graduate experience; or

Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

Attained through previous appointments, service and/or study, a level of skills sufficient to perform the duties of the position.

An employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

### **Characteristics of the Level**

A person employed as a Community Services Employee - Level 7 shall either:

- exercise managerial responsibility for an organisation reporting to a committee or board of management; or

operate as a senior specialist working under direction from and accountable to a higher classified employee.

General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programmes which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes. Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or external to the organisation.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area. Positions may involve supervision of employees or volunteers across a range of programmes, services or disciplines. Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision making with the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

Positions at this level may be identified by the significant independence and critical impact of action within the constraints of the organisational policy.

#### **Requirements of the Job**

- Detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies;
- Detailed knowledge of statutory requirements;
- Detailed knowledge of relevant aspects of the industry of community social welfare services and government policy;
- Detailed professional knowledge, including an appropriate knowledge of principles and practices of effective management and work organisation.

#### **Indicative Tasks and Functions**

- Undertake work of significant scope and complexity.
- Participate in high level forums with other organisations and government.
- Manage extensive programme with responsibility for standards of service delivery.
- Ensure compliance with relevant standards and statutory requirements.
- Promote and monitor the achievement of organisational objectives and corporate goals.
- Represent the organisation in forums and meetings with other organisations, peak bodies, national organisations and government.
- Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction.

Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.

Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external.

Manage extensive programme organisation with responsibility for service delivery at multiple worksites.

Administer complex policy and programme matters.

Evaluate and develop/revise methodology and techniques with the organisation and apply high level analytical skills in the attainment and satisfying of organisational objectives.

Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

contribute to the development of operational policy;

assess and review the standards of work of other professional personnel/external consultants;

initiate and formulate organisational programmes;

implement organisational objectives within corporate goals;

develop and recommend ongoing plans and programmes;

negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government;

significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.

### **Responsibility**

An employee at this level:

works under high level direction from, and is accountable to, board or committee of management, or a higher classified employee;

exercises a high degree of initiative, judgement and decision making in respect of all aspects of service organisation and management;

is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and research, development, implementation and evaluation of services and the organisation as a whole.

## **6.9 COMMUNITY SERVICES EMPLOYEE - LEVEL 8**

### **Qualifications, Training and Experience**

High level skills and or qualifications relevant to the requirements of the Level.

An employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

### **Characteristics of the Level**

An employee at this level shall have broad delegation in respect of all operational matters and areas of critical impact to the organisation's key result areas.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will carry responsibility for decision making under delegation consistent with organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

### **Indicative Organisations**

The following are indicative of organisations that may engage an employee at this level:

- Multi-programme, multi-site organisations;
- Peak bodies with significant membership and or coverage;
- State wide organisations;
- State divisions or branches of national organisations;
- Other sectoral or industry representative bodies.

### **Requirements of the Job**

High level theoretical knowledge and capacity in relation to strategic management of information, quality assurance and other organisational systems;

Highly developed consultation skills with application to a wider diversity of stakeholders, including government departments agencies and whole of government, other organizations, businesses and individuals; including the development, implementation and evaluation of community consultation strategies;

High level communication and analytical skills in relation to the development of governmental policies and strategies and industry/sector policy, standards;

High level management skills in relation:

- (b) Management of compliance with internal and external standards, and statutory obligations under relevant legislation, with high level responsibility for compliance with statutory requirements; including the development, implementation and evaluation of protocols for operating in specific statutory environments;
- (c) development, implementation and evaluation of systems for reporting to funding bodies;
- (d) develop, implement and evaluate risk management and critical incident systems and strategies;
- (e) identify and develop a professional development for staff and board/committee members.

Highly developed skills and an 'executive' level of accountability and responsibility related to:

- management complex reporting requirements;
- management organisation's involvement in multi-agencies arrangements, e.g. consortia;
- management potential conflict of interest in relation to statutory requirements;
- manage change processes;
- management service/programme performance against service agreement/contract requirements; and integrate service delivery and statutory requirements;
- negotiate and manage service agreements;

negotiate contractual agreements of behalf of the organisation;  
representation of the organisation in the media, develop media strategies and campaigns;

strategic organisation of campaigns and other activities related to legislative reform.

Communication and organisational skills at a high level require related to:

the development, implementation or review of protocols and inter-service agreements;

consultative committees, working parties or reference groups;

high level interagency, agency-government negotiations;

the development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements.

### **Indicative Tasks and Functions**

Undertake work of significant scope and complexity and or critical nature with a high degree of autonomy and responsibility.

Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.

Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, protocols and programmes, both internal and external.

Represent the organisation or other organisations in high level forums with other organisations and government.

Manage extensive programme organisation with responsibility for standards of service delivery at multiple worksites.

Oversee all aspects of an organisation's operations; including the development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements.

Manage the development, implementation and review programmes, policies and plans; which may include risk management, critical incident and reporting systems.

Manage the achievement of organisational objectives and corporate goals.

Negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government.

Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.

Advocate and represent the interests and views of the organisation, and or other organisations, and or peak bodies and or national organisations to government and other significant policy making bodies.

### **Responsibility**

An employee at this level:

works with high level delegation from, and is accountable to, board or committee of management;

exercises a high degree of initiative, judgment and decision making in respect of all aspects of service organisation and management;

is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and research,



development, implementation and evaluation of services and the organisation as a whole;  
has a high level of responsibility for ensuring compliance with contractual, statutory requirements and obligations.

## APPENDIX A - SUPPORTED WAGES

- 6.10 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:
- 6.10.1 **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
  - 6.10.2 **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
  - 6.10.3 **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
  - 6.10.4 **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

## 6.11 Eligibility criteria

- 6.11.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 6.11.2 This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- 6.11.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

## 6.12 Supported wage rates

- 6.13 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

<b>Assessed capacity (clause 6.14)</b>	<b>Prescribed award rate</b>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 6.13.1 Provided that the minimum amount payable shall be not less than \$73.00 per week or as adjusted by FWC each year.
- 6.13.2 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

#### 6.14 Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- 6.14.1 The employer and a union party to the agreement, in consultation with the employee or, if desired by any of these;
- 6.14.2 The employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

#### 6.15 Lodgement of assessment instrument

- 6.15.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the Employer with the Registrar of FWC.
- 6.15.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

#### 6.16 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

#### 6.17 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

#### 6.18 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

6.19 Trial period

- 6.20 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 6.21 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 6.22 The minimum amount payable to the employee during the trial period shall be no less than \$73 per week, or as adjusted by FWC each year.
- 6.23 Work trials should include induction or training as appropriate to the job being trialled.
- 6.24 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.
- 6.25 Allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

## SCHEDULE A – PAY SCHEDULE

### Aged Care Employees

First Full Pay Period On Or After

Aged Care Employees	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
<b>Aged care employee, Level 1</b>		3.25%	3.25%	3.25%	3.25%	2%
Administrative employee, entry level	\$18.72	\$19.33	\$19.96	\$20.61	\$21.28	\$21.70
Services employee, Level 1	N/A	N/A	N/A	N/A	N/A	N/A
<b>Aged care employee, Level 2</b>						
Administrative employee, Level 1a	\$19.26	\$19.89	\$20.53	\$21.20	\$21.89	\$22.33
Administrative employee, Level 1b	\$19.63	\$20.27	\$20.93	\$21.61	\$22.31	\$22.76
Services employee, Level 2	\$18.52	\$19.12	\$19.74	\$20.39	\$21.05	\$21.47
Extended care assistant, Level 1	N/A	N/A	N/A	N/A	N/A	N/A
Driver - under 1 ton	\$21.79	\$22.50	\$23.23	\$23.99	\$24.77	\$25.26
<b>Aged care employee, Level 3</b>						
Administrative employee, Level 2a	\$19.86	\$20.50	\$21.17	\$21.86	\$22.57	\$23.02
Administrative employee, Level 2b	\$20.22	\$20.88	\$21.56	\$22.26	\$22.98	\$23.44
Administrative employee, Level 3a	\$20.67	\$21.34	\$22.04	\$22.75	\$23.49	\$23.96
Administrative employee, Level 3b	\$20.97	\$21.65	\$22.35	\$23.08	\$23.83	\$24.31
Extended care assistant, Level 2	\$19.38	\$20.01	\$20.66	\$21.33	\$22.02	\$22.46
Services employee, Level 3	\$19.26	\$19.88	\$20.53	\$21.20	\$21.88	\$22.32
<b>Aged care employee, Level 4</b>						
Administrative employee, Level 4	\$21.41	\$22.11	\$22.83	\$23.57	\$24.34	\$24.82
Services employee, Level 4	\$19.97	\$20.62	\$21.29	\$21.98	\$22.70	\$23.15
ECA, Level 3 (cert 3)	\$19.70	\$20.34	\$21.00	\$21.69	\$22.39	\$22.84
Extended care assistant, Level 4	\$20.01	\$20.66	\$21.33	\$22.03	\$22.74	\$23.20
Leisure & Lifestyle (cert 4)	\$20.01	\$20.66	\$21.33	\$22.03	\$22.74	\$23.20
<b>Aged care employee, Level 5</b>						
Administrative employee, Level 5	\$22.09	\$22.81	\$23.55	\$24.32	\$25.11	\$25.61
Extended care assistant, Level 5 (Diploma)	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Leisure & Lifestyle (Diploma)	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Services employee, Level 5	\$21.13	\$21.82	\$22.53	\$23.26	\$24.02	\$24.50
<b>Aged care employee, Level 6</b>						
Services employee, Level 6	\$21.80	\$22.51	\$23.24	\$24.00	\$24.78	\$25.27
Administrative employee, Level 6	\$22.84	\$23.58	\$24.35	\$25.14	\$25.96	\$26.48
<b>Aged care employee, Level 7</b>						
Administrative employee, Level 7	\$23.99	\$24.77	\$25.58	\$26.41	\$27.27	\$27.81
Extended care assistant, Hostel Supervisor	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Services employee, Level 7	\$22.54	\$23.27	\$24.03	\$24.81	\$25.62	\$26.13
Services employee, Level 8	\$23.11	\$23.87	\$24.64	\$25.44	\$26.27	\$26.79
Senior Admin	\$24.80	\$25.60	\$26.43	\$27.29	\$28.18	\$28.74

**Community Employees****First Full Pay Period On Or After**

Classification	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
Home Care		3.25%	3.25%	325%	3.25%	2%
Home Care level 1	\$20.56	\$21.23	\$21.92	\$22.63	\$23.36	\$23.83
Home Care level 2	\$21.27	\$21.96	\$22.68	\$23.41	\$24.18	\$24.66
Home Care level 3	\$21.92	\$22.63	\$23.37	\$24.13	\$24.91	\$25.41
CSE, Level 1, Grade 1	\$18.51	\$19.11	\$19.73	\$20.37	\$21.03	\$21.45
CSE, Level 1, Grade 2	\$19.18	\$19.80	\$20.45	\$21.11	\$21.80	\$22.23
CSE, Level 2, Grade 1	\$19.92	\$20.57	\$21.24	\$21.93	\$22.64	\$23.09
CSE, Level 2, Grade 2	\$20.60	\$21.27	\$21.96	\$22.67	\$23.41	\$23.87
CSE, Level 2B, Grade 1	\$20.60	\$21.27	\$21.96	\$22.67	\$23.41	\$23.87
CSE, Level 2B, Grade 3	\$21.88	\$22.59	\$23.33	\$24.08	\$24.87	\$25.36
CSE, Level 3, Grade 1	\$21.27	\$21.96	\$22.67	\$23.41	\$24.17	\$24.65
CSE, Level 3, Grade 2	\$21.88	\$22.59	\$23.33	\$24.08	\$24.87	\$25.36
CSE, Level 3, Grade 3	\$23.07	\$23.82	\$24.59	\$25.39	\$26.22	\$26.74
CSE, Level 4, Grade 1	\$25.61	\$26.45	\$27.31	\$28.19	\$29.11	\$29.69
CSE, Level 4, Grade 2	\$26.30	\$27.15	\$28.04	\$28.95	\$29.89	\$30.49
CSE, Level 4, Grade 3	\$26.98	\$27.86	\$28.76	\$29.70	\$30.66	\$31.28
CSE, Level 5, Grade 1	\$27.04	\$27.92	\$28.83	\$29.77	\$30.73	\$31.35
CSE, Level 5, Grade 2	\$27.77	\$28.67	\$29.60	\$30.56	\$31.56	\$32.19
CSE, Level 5, Grade 3	\$28.49	\$29.42	\$30.37	\$31.36	\$32.38	\$33.03
CSE, Level 6, Grade 1	\$29.05	\$30.00	\$30.97	\$31.98	\$33.02	\$33.68
CSE, Level 6, Grade 2	\$29.84	\$30.80	\$31.81	\$32.84	\$33.91	\$34.59
CSE, Level 6, Grade 3	\$30.62	\$31.61	\$32.64	\$33.70	\$34.80	\$35.49
CSE, Level 7, Grade 1	\$31.92	\$32.95	\$34.02	\$35.13	\$36.27	\$37.00
CSE, Level 7, Grade 2	\$32.78	\$33.84	\$34.94	\$36.08	\$37.25	\$38.00
CSE, Level 7, Grade 3	\$33.64	\$34.74	\$35.86	\$37.03	\$38.23	\$39.00
CSE, Level 8, Grade 1	\$34.24	\$35.35	\$36.50	\$37.69	\$38.91	\$39.69

**Enrolled Nurses****First Full Pay Period On Or After**

Classification	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
Enrolled Nurse		3.25%	3.25%	325%	3.25%	2%
Pay Point 1	\$23.34	\$24.10	\$24.88	\$25.69	\$26.53	\$27.06
Pay Point 2	\$23.83	\$24.61	\$25.41	\$26.23	\$27.09	\$27.63
Pay Point 3	\$24.33	\$25.12	\$25.94	\$26.78	\$27.65	\$28.20
Pay Point 4	\$24.82	\$25.63	\$26.46	\$27.32	\$28.21	\$28.78
Pay Point 5	\$25.32	\$26.14	\$26.99	\$27.87	\$28.77	\$29.35
P.P 6 – entry Med End	\$25.69	\$26.53	\$27.39	\$28.28	\$29.20	\$29.79
Pay Point 7	\$26.19	\$27.04	\$27.92	\$28.83	\$29.76	\$30.36
Pay Point 8 - EN Team Leader	\$28.27	\$29.18	\$30.13	\$31.11	\$32.12	\$32.77

## Registered Nurses

### First Full Pay Period On Or After

Classification	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
<b>Registered Nurse - Level 1</b>		\$0.03	\$0.03	\$3.25	\$0.03	\$0.02
1st year of service	\$25.57	\$26.40	\$27.25	\$28.14	\$29.05	\$29.64
2nd year— Entry Level	\$26.80	\$27.67	\$28.57	\$29.50	\$30.46	\$31.07
3rd year of service	\$28.04	\$28.95	\$29.89	\$30.86	\$31.87	\$32.50
4th year of service	\$29.28	\$30.23	\$31.21	\$32.22	\$33.27	\$33.94
5th year of service	\$30.51	\$31.50	\$32.53	\$33.58	\$34.68	\$35.37
6th year of service	\$31.75	\$32.78	\$33.85	\$34.95	\$36.08	\$36.80
7th year of service	\$32.98	\$34.06	\$35.16	\$36.31	\$37.49	\$38.24
8th year of service	\$34.22	\$35.33	\$36.48	\$37.67	\$38.89	\$39.67
<b>Registered Nurse - Level 2</b>						
1st year of service	\$35.46	\$36.61	\$37.80	\$39.03	\$40.30	\$41.10
2nd year of service	\$36.28	\$37.46	\$38.68	\$39.93	\$41.23	\$42.06
3rd year of service	\$37.11	\$38.31	\$39.56	\$40.84	\$42.17	\$43.01
4th year of service	\$37.93	\$39.16	\$40.44	\$41.75	\$43.11	\$43.97
<b>Registered Nurse - Level 3</b>						
1st year of service	\$39.48	\$40.76	\$42.08	\$43.45	\$44.86	\$45.76
2nd year of service	\$40.40	\$41.72	\$43.07	\$44.47	\$45.92	\$46.84
3rd year of service	\$41.33	\$42.67	\$44.06	\$45.49	\$46.97	\$47.91
4th year of service	\$42.26	\$43.63	\$45.05	\$46.51	\$48.02	\$48.99
Care Manager	\$44.28	\$45.72	\$47.20	\$48.74	\$50.32	\$51.33
<b>Registered nurse—level 4</b>						
Grade 1 1-30 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 2 31- 60 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 3 61 – 90 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 4 91 – 120 beds	\$50.81	\$52.46	\$54.17	\$55.93	\$57.74	\$58.90
<b>Registered nurse—level 5</b>						
Grade 1 1 – 30 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 2 31 – 60 beds	\$50.81	\$52.46	\$54.17	\$55.93	\$57.74	\$58.90
Grade 3 61 – 90 beds	\$54.42	\$56.19	\$58.01	\$59.90	\$61.84	\$63.08
Grade 4 91 – 120 beds	\$58.54	\$60.44	\$62.40	\$64.43	\$66.53	\$67.86

## Allowances

<b>RN Post Graduate Allowance - Graduate Certificate</b>	4% of hourly rate
<b>RN Post Graduate Allowance - Postgraduate Diploma</b>	6.5% of hourly rate
<b>RN Post Graduate Allowance - Masters or Doctorate</b>	7.5% of hourly rate
<b>EN Certificate Allowance - 6 months</b>	4% of hourly rate
<b>EN Certificate Allowance - 12 months</b>	6.5% of hourly rate
<b>Buddy shift - community in-home carers</b>	10% of hourly rate



**Allowances**
**First Full Pay Period On Or After**

	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
		3.25%	3.25%	3.25%	3.25%	2%
<b>Uniform - General - per hour</b>	\$0.12	\$0.16	\$0.17	\$0.17	\$0.18	\$0.18
- per week	\$4.37	\$6.24	\$6.44	\$6.65	\$6.87	\$7.01
<b>Uniform - Nurses - per week</b>	\$4.46	\$6.24	N/A	N/A	N/A	N/A
<b>Foul and Nauseous (excluding Nurse's) - per hour</b>	\$0.27	\$0.28	\$0.29	\$0.30	\$0.31	\$0.31
<b>Mobile Phone - per week</b>	\$6.56	\$6.77	\$6.99	\$7.22	\$7.46	\$7.60
<b>First Aid - Community - per week</b>	\$11.69	\$12.07	\$12.46	\$12.87	\$13.29	\$13.55
<b>On Call</b>						
<b>Community M-F - per 24 hour period</b>	\$25.13	\$25.95	\$26.79	\$27.66	\$28.56	\$29.13
<b>Community Weekend per 24 hour period</b>	\$50.21	\$51.84	\$53.53	\$55.27	\$57.06	\$58.20
<b>Nurses - per hour - or</b>	\$2.12	\$2.19	\$2.26	\$2.33	\$2.41	\$2.46
minimum payment per on-call period	\$21.22	\$21.91	\$22.62	\$23.36	\$24.12	\$24.60
<b>General staff - per hour - or</b>	\$0.91	\$0.94	\$0.97	\$1.00	\$1.03	\$1.05
minimum payment per 24 hours	\$9.07	\$9.36	\$9.67	\$9.98	\$10.31	\$10.51
<b>In-Charge - RN - per shift</b>	\$21.85	\$24.00	\$24.78	\$25.59	\$26.42	\$26.95
<b>In-Charge - EN - per shift</b>	N/A	\$21.85	\$22.29	\$23.01	\$23.76	\$24.23
<b>Perceptor - per hour</b>	\$2.19	\$2.26	\$2.33	\$2.41	\$2.49	\$2.54
<b>Buddy - Residential</b>	N/A	\$1.50	\$1.55	\$1.60	\$1.65	\$1.68
<b>Tool - per hour</b>	\$0.22	\$0.23	\$0.23	\$0.24	\$0.25	\$0.26
<b>EN Team Leader Allowance (excluding pay point 8)- per hour</b>	\$2.08	\$2.15	\$2.22	\$2.29	\$2.36	\$2.41
<b>Higher Duties - RN - per shift</b>	\$12.49	\$12.90	\$13.32	\$13.75	\$14.19	\$14.48
<b>Meal - Overtime of 2hrs plus</b>	\$5.46	\$11.96	\$12.35	\$12.75	\$13.16	\$13.43
<b>Meal charges -</b>						
Two or three courses	\$4.70	\$4.85	\$5.01	\$5.17	\$5.34	\$5.45
Single hot or cold main course	\$3.61	\$3.73	\$3.85	\$3.97	\$4.10	\$4.18
Single (other) course, i.e. soup or sweet	\$3.28	\$3.39	\$3.50	\$3.61	\$3.73	\$3.80
All breakfasts	\$3.28	\$3.39	\$3.50	\$3.61	\$3.73	\$3.80
<b>Meal away from location</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Breakfast	\$7.92	\$8.18	\$8.44	\$8.72	\$9.00	\$9.18
Lunch	\$8.74	\$9.02	\$9.32	\$9.62	\$9.93	\$10.13
Dinner	\$15.41	\$15.91	\$16.43	\$16.96	\$17.51	\$17.86
Employee provided	\$2.46	\$2.54	\$2.62	\$2.71	\$2.80	\$2.85

## APPENDIX B THIRTY-EIGHT HOUR WEEK

### 6.26 Application

- 6.26.1 Employers will endeavour to implement the 38 hour week in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).
- 6.26.2 However, where an employer encounters operational difficulties in implementation of the 19 day month, discussion may take place with the union on an alternative method of introduction. In the event of disagreement, the matter shall be referred to FWC. The onus in those proceedings is on the employer to prove the 19 day month creates operational difficulties.
- 6.26.3 The accrued day off shall be rostered to fall on a day of the week other than a Saturday or Sunday. The employer will endeavour to ensure that the accrued day off is rostered to fall either the day immediately before or immediately after rostered days off.

### 6.27 Calculation of allowances

In the calculation of overtime rates, afternoon and night shift allowances and the additional rates for work on Saturdays, Sundays and Public Holidays, the hourly rate shall be calculated at 1/38 of the weekly rate.

### 6.28 Absences on leave without pay

As no paid employment existed, 24 minutes for each day of absence should be deducted from the accrued day off.

### 6.29 Absence on public holidays and compassionate leave

Days of paid absence on public holidays and compassionate leave shall count toward the accrued day off on full pay.

### 6.30 Public holidays

Where an accrued day off falls on a public holiday, a substituted accrued day off should be taken as soon as possible.

Public holidays taken accrue towards an accrued day off.

Fair Work Commission

Level 4,

11 Exhibition St

Melbourne, 3000

By email: chambers.lee.c @fwc.gov.au

8 January 2015

**AG2014/10672 - Application by Uniting AgeWell to approve the Uniting AgeWell Enterprise Agreement (Tasmania) 2014-2018 (the Agreement)**

**UNDERTAKINGS**

UnitingAgeWell provides that the following undertakings for the Uniting AgeWell Enterprise Agreement (Tasmania) 2014 -2018 shall be in operation for the life of the Agreement.

In accordance with section 190(3) of the Fair Work Act 2009, Uniting AgeWell provides that the following undertakings:

1. Clause 44 – additions

Replace clause 44 with the following (additional words in bold):

**44 Compassionate / Bereavement Leave**

The provisions of this clause apply to full-time and regular part-time employees but do not apply to casual employees. The entitlements of casual employees are set out in clause 42.14.

44.1 Paid leave entitlement

An employee shall on notice, on each occasion, be entitled:

1. 44.1 (a) On the death, or serious illness/*injury* of a member of their immediate family, **or a member of their household**, to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in three (3) ordinary days, provided that no payment shall be made in respect of an employee's rostered days off. Proof such as death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer; or
2. 44.1 (b) On the death or serious illness/*injury* of a mother, father, partner, sibling or child to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in an ordinary week, provided that no payment shall be made in respect of an employee's rostered days off. Proof such as death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer.

3. 44.1 (c) An employee may take compassionate leave for a particular permissible occasion as:
  1. a single period; or
  2. two separate periods; or
  3. any other periods agreed by UA and the employee
4. 44.1 (d) In addition to clause 0 (b), on the death of a mother, father, partner, sibling or child to leave without deduction of pay for a period of up to 3 consecutive days personal leave provided that a statutory declaration is provided that the employee notifies UA in advance of the leave to be taken and provides a statutory declaration

#### 44.2 Unpaid compassionate/bereavement leave

An employee may take unpaid compassionate/ bereavement leave by agreement with the employer.

#### 2. Clause 45 – Addition

Include the following words at the beginning of clause 45 ***“In addition to the entitlements as provided for in the NES, and...”*** as part of its commitment to the wider community...

#### 3. Amendment to **Schedule A – Pay Schedule** – As attached

Errors identified to pay rates for the following:

- Services employee, Level 2 – increase to reflect current rate
- Services employee, Level 3 – increase to reflect current rate
- Extended Care Assistant, Level 2 – increase to reflect current rate
- Uniform – Nurses – per week – rate provided
- Spelling error corrected
- Remove ECA Level 5 (ECA Hostel Supervisor) ACE Level 7 in the wage schedule and insert ECA Level 5 (ECA Team Leader) ACE Level 5 in the wage schedule
- At Appendix A – Employment Classifications replace 4.2.7 Senior Extended Care Assistant – Hostel Supervisor / Team Leader – ACC Level 7 with as follows:

#### Senior Extended Care Assistant –Team Leader – ACC Level 5

- Means an employee who provides direct care to residents in accordance with routines established by the employer and be subject to minimal supervision and shall use a significant degree of discretion.
- In order to progress to ECA Team Leader an employee
  - a) must be appointed in writing to a position Team Leader with responsibility for the supervision and co-ordination of direct care for a number of residents including the co-ordination of other staff, work allocation, and guidance.
- Remove (excluding Nurses) at Foul and Nauseous Allowance
- Amendments to Community rates of pay

4. Replace Health and Community Services Union (Tasmanian Branch) with Health Services Union, Tasmanian Branch at clause 4 and clause 73.

**5. Clause 53 – amendments**

- a. Replace clause 53.3 e) with the following:

- e) *For full-time employees only* - in 152 hours per four week period to be worked as nineteen shifts each of eight hours.

- b. New subclause

*53.5.3 b) Where a Part-time shift worker is required to work in accordance with a roster, the ordinary hours of work for that employee shall not exceed:*

- i. 8 in any one day, or 10 hours by agreement; nor*
- ii. 76 in any fortnight.*

6. Clause 39.4 – Replace clause 39.4

**Current**

39.4 Additional Leave

39.4.1 For the purpose of annual leave a shift worker is defined as

39.4.2 An employee who is regularly rostered and required to work their ordinary hours of not less than four hours per shift on 20 or more weekend days in that year, and shall, in addition to the annual leave prescribed in subclause 39.3, be allowed an additional 38 hours leave, pro-rata for part-time employees.

**Proposed**

39.4 Additional Leave

For the purpose of annual leave a shift worker is defined as

39.4.1 For employees (excluding nurses) working in Residential Aged Care services:

An employee who is regularly rostered and required to work their ordinary hours outside of the ordinary hours of a Day Worker as defined in clause 2.7, and/or works for more than four ordinary hours on 10 or more weekends in that year

39.4.2 For all other employees:

An employee who is regularly rostered and required to work their ordinary hours of not less than four hours per shift on 10 or more weekend days in that year

Such employees as defined at clause 39.4.1 and 39.4.2 shall, in addition to the annual leave prescribed in subclause 39.3, be allowed an additional 38 hours leave, pro-rata for part-time employees.

These undertakings are made according to section 190 of the Fair Work Act and the employer understands that these undertakings will be taken to be terms of the Agreement, pursuant to section 191 of the Act.

Helen Baker

General Manager Human Resources & Community Relations, Uniting AgeWell

Signed..... *Helen Baker* .....

Date..... *8-1-15* .....

Cc [mary.cresdee@anmf.org.au](mailto:mary.cresdee@anmf.org.au)

[james@hacsutas.net.au](mailto:james@hacsutas.net.au)

## SCHEDULE A – PAY SCHEDULE

### Aged Care Employees

First Full Pay Period On Or After

Aged Care Employees	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
<b>Aged care employee, Level 1</b>		3.25%	3.25%	3.25%	3.25%	2%
Administrative employee, entry level	\$18.72	\$19.33	\$19.96	\$20.61	\$21.28	\$21.70
Services employee, Level 1	N/A	N/A	N/A	N/A	N/A	N/A
<b>Aged care employee, Level 2</b>						
Administrative employee, Level 1a	\$19.26	\$19.89	\$20.53	\$21.20	\$21.89	\$22.33
Administrative employee, Level 1b	\$19.63	\$20.27	\$20.93	\$21.61	\$22.31	\$22.76
Services employee, Level 2	\$18.67	\$19.28	\$19.90	\$20.55	\$21.22	\$21.64
Extended care assistant, Level 1	N/A	N/A	N/A	N/A	N/A	N/A
Driver - under 1 ton	\$21.79	\$22.50	\$23.23	\$23.99	\$24.77	\$25.26
<b>Aged care employee, Level 3</b>						
Administrative employee, Level 2a	\$19.86	\$20.50	\$21.17	\$21.86	\$22.57	\$23.02
Administrative employee, Level 2b	\$20.22	\$20.88	\$21.56	\$22.26	\$22.98	\$23.44
Administrative employee, Level 3a	\$20.67	\$21.34	\$22.04	\$22.75	\$23.49	\$23.96
Administrative employee, Level 3b	\$20.97	\$21.65	\$22.35	\$23.08	\$23.83	\$24.31
Extended care assistant, Level 2	\$19.41	\$20.04	\$20.69	\$21.36	\$22.06	\$22.50
Services employee, Level 3	\$19.41	\$20.04	\$20.69	\$21.36	\$22.06	\$22.50
<b>Aged care employee, Level 4</b>						
Administrative employee, Level 4	\$21.41	\$22.11	\$22.83	\$23.57	\$24.34	\$24.82
Services employee, Level 4	\$19.97	\$20.62	\$21.29	\$21.98	\$22.70	\$23.15
ECA, Level 3 (cert 3)	\$19.70	\$20.34	\$21.00	\$21.69	\$22.39	\$22.84
Extended care assistant, Level 4	\$20.01	\$20.66	\$21.33	\$22.03	\$22.74	\$23.20
Leisure & Lifestyle (cert 4)	\$20.01	\$20.66	\$21.33	\$22.03	\$22.74	\$23.20
<b>Aged care employee, Level 5</b>						
Administrative employee, Level 5	\$22.09	\$22.81	\$23.55	\$24.32	\$25.11	\$25.61
Extended care assistant, Level 5 (Diploma)	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Extended care assistant, Team Leader	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Leisure & Lifestyle (Diploma)	\$20.51	\$21.18	\$21.87	\$22.58	\$23.31	\$23.78
Services employee, Level 5	\$21.13	\$21.82	\$22.53	\$23.26	\$24.02	\$24.50
<b>Aged care employee, Level 6</b>						
Services employee, Level 6	\$21.80	\$22.51	\$23.24	\$24.00	\$24.78	\$25.27
Administrative employee, Level 6	\$22.84	\$23.58	\$24.35	\$25.14	\$25.96	\$26.48
<b>Aged care employee, Level 7</b>						
Administrative employee, Level 7	\$23.99	\$24.77	\$25.58	\$26.41	\$27.27	\$27.81
Services employee, Level 7	\$22.54	\$23.27	\$24.03	\$24.81	\$25.62	\$26.13
Services employee, Level 8	\$23.11	\$23.87	\$24.64	\$25.44	\$26.27	\$26.79
Senior Admin	\$24.80	\$25.60	\$26.43	\$27.29	\$28.18	\$28.74

**Community Employees****First Full Pay Period On Or After**

<b>Classification</b>	<b>Current</b>	<b>Upon approval</b>	<b>1/07/2015</b>	<b>1/07/2016</b>	<b>1/07/2017</b>	<b>1/07/2018</b>
Home Care		3.25%	3.25%	3.25%	3.25%	2%
Home Care level 1	\$20.56	\$21.23	\$21.92	\$22.63	\$23.36	\$23.83
Home Care level 2	\$21.27	\$21.96	\$22.68	\$23.41	\$24.18	\$24.66
Home Care level 3	\$21.92	\$22.63	\$23.37	\$24.13	\$24.91	\$25.41
CSE, Level 1, Grade 1	\$18.51	\$19.11	\$19.73	\$20.37	\$21.03	\$21.45
CSE, Level 1, Grade 2	\$19.18	\$19.80	\$20.45	\$21.11	\$21.80	\$22.23
CSE, Level 2, Grade 1	\$19.92	\$20.65	\$21.32	\$22.01	\$22.73	\$23.18
CSE, Level 2, Grade 2	\$20.60	\$21.30	\$21.99	\$22.71	\$23.44	\$23.91
CSE, Level 2B, Grade 1	\$20.60	\$21.95	\$22.66	\$23.40	\$24.16	\$24.64
CSE, Level 2B, Grade 3	\$21.88	\$22.59	\$23.33	\$24.08	\$24.87	\$25.36
CSE, Level 3, Grade 1	\$21.27	\$22.68	\$23.42	\$24.18	\$24.96	\$25.46
CSE, Level 3, Grade 2	\$21.88	\$23.34	\$24.10	\$24.88	\$25.69	\$26.20
CSE, Level 3, Grade 3	\$23.07	\$23.83	\$24.60	\$25.40	\$26.23	\$26.75
CSE, Level 4, Grade 1	\$25.61	\$26.45	\$27.31	\$28.19	\$29.11	\$29.69
CSE, Level 4, Grade 2	\$26.30	\$27.15	\$28.04	\$28.95	\$29.89	\$30.49
CSE, Level 4, Grade 3	\$26.98	\$27.86	\$28.76	\$29.70	\$30.66	\$31.28
CSE, Level 5, Grade 1	\$27.04	\$28.18	\$29.10	\$30.04	\$31.02	\$31.64
CSE, Level 5, Grade 2	\$27.77	\$28.79	\$29.73	\$30.69	\$31.69	\$32.32
CSE, Level 5, Grade 3	\$28.49	\$29.46	\$30.42	\$31.41	\$32.43	\$33.08
CSE, Level 6, Grade 1	\$29.05	\$30.32	\$31.31	\$32.32	\$33.37	\$34.04
CSE, Level 6, Grade 2	\$29.84	\$30.99	\$32.00	\$33.04	\$34.11	\$34.79
CSE, Level 6, Grade 3	\$30.62	\$31.67	\$32.70	\$33.76	\$34.86	\$35.56
CSE, Level 7, Grade 1	\$31.92	\$32.95	\$34.02	\$35.13	\$36.27	\$37.00
CSE, Level 7, Grade 2	\$32.78	\$33.84	\$34.94	\$36.08	\$37.25	\$38.00
CSE, Level 7, Grade 3	\$33.64	\$34.74	\$35.86	\$37.03	\$38.23	\$39.00
CSE, Level 8, Grade 1	\$34.24	\$35.35	\$36.50	\$37.69	\$38.91	\$39.69

**Enrolled Nurses****First Full Pay Period On Or After**

<b>Classification</b>	<b>Current</b>	<b>Upon approval</b>	<b>1/07/2015</b>	<b>1/07/2016</b>	<b>1/07/2017</b>	<b>1/07/2018</b>
<b>Enrolled Nurse</b>		3.25%	3.25%	3.25%	3.25%	2%
Pay Point 1	\$23.34	\$24.10	\$24.88	\$25.69	\$26.53	\$27.06
Pay Point 2	\$23.83	\$24.61	\$25.41	\$26.23	\$27.09	\$27.63
Pay Point 3	\$24.33	\$25.12	\$25.94	\$26.78	\$27.65	\$28.20
Pay Point 4	\$24.82	\$25.63	\$26.46	\$27.32	\$28.21	\$28.78
Pay Point 5	\$25.32	\$26.14	\$26.99	\$27.87	\$28.77	\$29.35
P.P 6 – entry Med End	\$25.69	\$26.53	\$27.39	\$28.28	\$29.20	\$29.79
Pay Point 7	\$26.19	\$27.04	\$27.92	\$28.83	\$29.76	\$30.36
Pay Point 8 - EN Team Leader	\$28.27	\$29.18	\$30.13	\$31.11	\$32.12	\$32.77



**Registered Nurses****First Full Pay Period On Or After**

Classification	Current	Upon approval	1/07/2015	1/07/2016	1/07/2017	1/07/2018
<b>Registered Nurse - Level 1</b>		3.25%	3.25%	3.25%	3.25%	2%
1st year of service	\$25.57	\$26.40	\$27.25	\$28.14	\$29.05	\$29.64
2nd year— Entry Level	\$26.80	\$27.67	\$28.57	\$29.50	\$30.46	\$31.07
3rd year of service	\$28.04	\$28.95	\$29.89	\$30.86	\$31.87	\$32.50
4th year of service	\$29.28	\$30.23	\$31.21	\$32.22	\$33.27	\$33.94
5th year of service	\$30.51	\$31.50	\$32.53	\$33.58	\$34.68	\$35.37
6th year of service	\$31.75	\$32.78	\$33.85	\$34.95	\$36.08	\$36.80
7th year of service	\$32.98	\$34.06	\$35.16	\$36.31	\$37.49	\$38.24
8th year of service	\$34.22	\$35.33	\$36.48	\$37.67	\$38.89	\$39.67
<b>Registered Nurse - Level 2</b>						
1st year of service	\$35.46	\$36.61	\$37.80	\$39.03	\$40.30	\$41.10
2nd year of service	\$36.28	\$37.46	\$38.68	\$39.93	\$41.23	\$42.06
3rd year of service	\$37.11	\$38.31	\$39.56	\$40.84	\$42.17	\$43.01
4th year of service	\$37.93	\$39.16	\$40.44	\$41.75	\$43.11	\$43.97
<b>Registered Nurse - Level 3</b>						
1st year of service	\$39.48	\$40.76	\$42.08	\$43.45	\$44.86	\$45.76
2nd year of service	\$40.40	\$41.72	\$43.07	\$44.47	\$45.92	\$46.84
3rd year of service	\$41.33	\$42.67	\$44.06	\$45.49	\$46.97	\$47.91
4th year of service	\$42.26	\$43.63	\$45.05	\$46.51	\$48.02	\$48.99
Care Manager	\$44.28	\$45.72	\$47.20	\$48.74	\$50.32	\$51.33
<b>Registered nurse—level 4</b>						
Grade 1 1-30 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 2 31- 60 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 3 61 – 90 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 4 91 – 120 beds	\$50.81	\$52.46	\$54.17	\$55.93	\$57.74	\$58.90
<b>Registered nurse—level 5</b>						
Grade 1 1 – 30 beds	\$47.20	\$48.74	\$50.32	\$51.96	\$53.65	\$54.72
Grade 2 31 – 60 beds	\$50.81	\$52.46	\$54.17	\$55.93	\$57.74	\$58.90
Grade 3 61 – 90 beds	\$54.42	\$56.19	\$58.01	\$59.90	\$61.84	\$63.08
Grade 4 91 – 120 beds	\$58.54	\$60.44	\$62.40	\$64.43	\$66.53	\$67.86

**Allowances**

<b>RN Post Graduate Allowance - Graduate Certificate</b>	4% of hourly rate
<b>RN Post Graduate Allowance - Postgraduate Diploma</b>	6.5% of hourly rate
<b>RN Post Graduate Allowance - Masters or Doctorate</b>	7.5% of hourly rate
<b>EN Certificate Allowance - 6 months</b>	4% of hourly rate
<b>EN Certificate Allowance - 12 months</b>	6.5% of hourly rate
<b>Buddy shift - community in-home carers</b>	10% of hourly rate

**Allowances**

**First Full Pay Period On Or After**

	<b>Current</b>	<b>Upon approval</b>	<b>1/07/2015</b>	<b>1/07/2016</b>	<b>1/07/2017</b>	<b>1/07/2018</b>
		3.25%	3.25%	3.25%	3.25%	2%
<b>Uniform - General - per hour</b>	\$0.12	\$0.16	\$0.17	\$0.17	\$0.18	\$0.18
- per week	\$4.37	\$6.24	\$6.44	\$6.65	\$6.87	\$7.01
<b>Uniform - Nurses - per week</b>	\$4.46	\$6.24	\$6.44	\$6.65	\$6.87	\$7.01
<b>Foul and Nauseous Allowance - per hour</b>	\$0.27	\$0.28	\$0.29	\$0.30	\$0.31	\$0.31
<b>Mobile Phone - per week</b>	\$6.56	\$6.77	\$6.99	\$7.22	\$7.46	\$7.60
<b>First Aid - Community - per week</b>	\$11.69	\$12.07	\$12.46	\$12.87	\$13.29	\$13.55
<b>On Call</b>						
<b>Community M-F - per 24 hour period</b>	\$25.13	\$25.95	\$26.79	\$27.66	\$28.56	\$29.13
<b>Community Weekend per 24 hour period</b>	\$50.21	\$51.84	\$53.53	\$55.27	\$57.06	\$58.20
<b>Nurses - per hour - or</b>	\$2.12	\$2.19	\$2.26	\$2.33	\$2.41	\$2.46
minimum payment per on-call period	\$21.22	\$21.91	\$22.62	\$23.36	\$24.12	\$24.60
<b>General staff - per hour - or</b>	\$0.91	\$0.94	\$0.97	\$1.00	\$1.03	\$1.05
minimum payment per 24 hours	\$9.07	\$9.36	\$9.67	\$9.98	\$10.31	\$10.51
<b>In-Charge - RN - per shift</b>	\$21.85	\$24.00	\$24.78	\$25.59	\$26.42	\$26.95
<b>In-Charge - EN - per shift</b>	N/A	\$21.85	\$22.29	\$23.01	\$23.76	\$24.23
<b>Preceptor - per hour</b>	\$2.19	\$2.26	\$2.33	\$2.41	\$2.49	\$2.54
<b>Buddy - Residential</b>	N/A	\$1.50	\$1.55	\$1.60	\$1.65	\$1.68
<b>Tool - per hour</b>	\$0.22	\$0.23	\$0.23	\$0.24	\$0.25	\$0.26
<b>EN Team Leader Allowance (excluding pay point 8)- per hour</b>	\$2.08	\$2.15	\$2.22	\$2.29	\$2.36	\$2.41
<b>Higher Duties - RN - per shift</b>	\$12.49	\$12.90	\$13.32	\$13.75	\$14.19	\$14.48
<b>Meal - Overtime of 2hrs plus</b>	\$5.46	\$11.96	\$12.35	\$12.75	\$13.16	\$13.43
<b>Meal charges -</b>						
Two or three courses	\$4.70	\$4.85	\$5.01	\$5.17	\$5.34	\$5.45
Single hot or cold main course	\$3.61	\$3.73	\$3.85	\$3.97	\$4.10	\$4.18
Single (other) course, i.e. soup or sweet	\$3.28	\$3.39	\$3.50	\$3.61	\$3.73	\$3.80
All breakfasts	\$3.28	\$3.39	\$3.50	\$3.61	\$3.73	\$3.80
<b>Meal away from location</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Breakfast	\$7.92	\$8.18	\$8.44	\$8.72	\$9.00	\$9.18
Lunch	\$8.74	\$9.02	\$9.32	\$9.62	\$9.93	\$10.13
Dinner	\$15.41	\$15.91	\$16.43	\$16.96	\$17.51	\$17.86
Employee provided	\$2.46	\$2.54	\$2.62	\$2.71	\$2.80	\$2.85