



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

May Shaw Health Centre Inc
(AG2014/10517)

MAY SHAW HEALTH CENTRE INC. NON NURSING STAFF AGREEMENT 2014

Tasmania

COMMISSIONER LEE

MELBOURNE, 16 MARCH 2015

Application for approval of the May Shaw Health Centre Inc. Non Nursing Staff Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *May Shaw Health Centre Inc. Non Nursing Staff Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by May Shaw Health Centre Inc. The Agreement is a single enterprise agreement.

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

[3] The Health Services Union and the Australian Nursing and Midwifery Federation, 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.

[4] The Agreement was approved on 16 March 2015 and, in accordance with s.54, will operate from 23 March 2015. The nominal expiry date of the Agreement is 30 June 2016.



COMMISSIONER

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MAY SHAW HEALTH CENTRE INC.

NON NURSING

AGREEMENT

2014

1. TITLE.

This Agreement shall be referred to as the May Shaw Health Centre Inc. Non Nursing Staff Agreement 2014.

2. ARRANGEMENT

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3. SCOPE OF AGREEMENT

This agreement shall apply to May Shaw Health Centre Inc., in respect of the employment by the employer of employees other than Registered and Enrolled Nurses and management employees that do not have classification coverage under this agreement.

4. PARTIES TO THE AGREEMENT

The parties to this agreement are as follows:

- (a) May Shaw Health Centre Inc. ("the employer");
- (b) The Health Services Union, Tasmania Branch ("the Union");

- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch;
- (d) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

5. DATE AND PERIOD OF OPERATION

This Agreement will be operational on the seventh day after the date specified on the notice from Fair Work Australia

The Agreement shall remain in force until 30 June 2016 unless terminated or varied by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.

6. DEFINITIONS

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

A *child* of a person includes:

- (a) someone who is a child of the person within the meaning of the *Family Law Act 1975*; and
- (b) an adopted child or step-child of the person.

It does not matter whether the child is an adult.

"Commission" means the Fair Work Commission

"day worker" means an employee whose ordinary hours of work are performed between the hours of 7.00am and 7.00pm Monday to Friday.

"de facto partner" means:

- (a) A person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine basis domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) Includes a former de facto partner of the employee

"employee" means an employee employed by the employer and covered by the scope of this Agreement

"employer" means May Shaw Health Centre Inc.

"immediate family" of an employee means: the spouse, partner, de facto partner, children including step children, parents, grandparents, grandchildren or siblings of the employee, or the children, parents, grandparents, grandchildren or siblings of the employee's spouse, partner or de facto partner.

"NES" means National Employment Standard

"rostered employee" means a shift worker, which is an employee required to work on a roster outside the spread of hours for a day worker.

"Shift worker" is an employee required to work on a roster outside the spread of hours for a day worker.

"Spouse" includes a former spouse

7. RELATIONSHIP TO THE AWARD

The contents of the agreement refer to all conditions of employment of persons employed by the employer and deal with and prevail over all matters in the Aged Care Award 2010 and or any other awards that may be deemed to cover and apply to the employees except for this agreement.

8. DISPUTE RESOLUTION PROCEDURE

- (a)** If a dispute arises about this agreement, the National Employment Standards (NES) (including subsections 65(5) or 76(4) of the Act), or a work place right as defined under the Act (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b)** If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission for resolution using any of its powers (including powers under section 595(3) and 739(4) of the Act).

- (c) Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (d) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (e) While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- (f) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

9. CONTRACT OF EMPLOYMENT

- (a) All employees not employed as a casual employee will be employed by the fortnight.
- (b) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (c) The employer may terminate employment by giving the following period of notice:

Period of Continuous service	
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition to this notice, where the employee is over 45 years of age at the time of the giving of notice with not less than two years continuous service, they will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice period is not required to be worked.

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned

This does not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages will only be paid up to the time of dismissal only.

- (d) An employee (other than a casual employee), is entitled to be paid, including any overtime and other penalty rates, if:
 - (i) as a result on an action by the 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) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and
 - (ii) the employee is ready and willing to work during those ordinary working hours.
- (e) 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 in this Agreement.

This clause does not allow the employer to pay an employee at a rate lower than their classification for performing work of a lower classification nor does it prevent the employee receiving any entitlement for performing work at a higher classification.

10. ANNUAL LEAVE

- (a) Period of Leave
 - (i) Day Workers

A full-time employee is entitled to four (4) weeks' paid annual leave for each twelve (12) months' continuous service.
 - (ii) Rostered Employees
 - (A) A rostered employee who works for more than four ordinary hours on 10 or more weekends and/or an employee who is regularly rostered to work outside of the spread of ordinary hours as a day worker for the purposes of this Agreement and the NES, is a shift worker. A shift worker shall accrue, in addition to the four (4) weeks' annual leave prescribed in clause 9(a) above, an extra one (1) week of annual leave per year.

(B) Where an employee with 12 months continuous service works for part of the 12 month period on a roster, they will be entitled to accrue the additional week of annual leave progressively in accordance with clause 10(ii)(A) above.

(b) An employee is entitled to take an amount of annual leave during a particular period if:

- (i) at least that amount of annual leave is credited to the employee; and
- (ii) the employer has authorised the employee to take the annual leave during that period.

(c) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.

(d) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

(e) Generally annual leave will be taken in blocks of not less than 1 week (5 days), however requests for less than a weeks' leave including single days will be considered and generally granted unless it is not reasonably practical to do so.

(f) Employee not taken to be on annual leave at certain times

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

(g) Payment for annual leave

(i) If, in accordance with this clause, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(ii) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the

amount that would have been payable to the employee had the employee taken that period of leave.

(h) Annual Leave Loading

- (i) In addition to their base rate of pay, an employee other than a shift worker will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- (ii) Shift workers, in addition to their base rate of pay, will be paid the higher of:
 - (A) Annual leave loading of 17.5% of their base rate of pay; or
 - (B) The weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(i) Payment in Lieu Annual Leave

Payment in lieu of Annual Leave may only be made as allowed by the NES, meaning:

- (i) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.
- (ii) The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (iii) The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

11. CALL BACK

- (a) Except where otherwise specifically provided an employee recalled to work after leaving their workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement.
- (b) Where an employee is recalled to work and the payment at overtime rates described in subclause (a) above does not equal or exceed four hours pay at overtime rates, the employee will be paid four hours pay at overtime rates.

- (c) Where an employee is recalled to work a second time, and the recall is within the hours for which payment is already due under subclause (a) above, the time worked in the first and second recall will be combined for the purposes of calculating the payment due and will be calculated in accordance with subclause (b) above.
- (d) Where an employee is recalled to work a second time, and the recall is outside the hours for which payment is already due under subclause (b), the employee will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay at overtime rates, then the employee will be paid three hours pay at overtime rates.
- (e) Where an employee is recalled to work a third and subsequent time, payment will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay at overtime rates, then the employee will be paid three hours pay at overtime rates.
- (f) Time reasonably spent in getting to and from work will be regarded as time worked.

12. CASUAL EMPLOYEES

- (a) A casual employee for working ordinary time will be paid per hour 1/38th of the relevant weekly wage rate for the work performed, plus a loading of 25 % in lieu of annual leave, personal leave and an entitlement to payment for public holidays not worked.
- (b) Casual employees' will be employed by the hour and with a minimum of two hours' work or, alternatively, paid for a minimum of two hours on each occasion they are required to work. However, where because of work practices it is inappropriate to apply these conditions, the conditions may be varied by mutual agreement between the employee and the employer.
- (c) Casual Conversion
 - (i) 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 at any time after 26 weeks. The conversion will be granted unless compelling reasons exist not to.

The new contract would generally be on the basis of the same number of hours as previously worked; however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

- (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request

13. CLASSIFICATION DEFINITIONS

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:

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

Indicative tasks performed at this level are:

General and administrative services

General clerk
Laundry hand
Cleaner
Assistant gardener

Food services

Food services assistant

Aged care employee—Level 2

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Food services

Personal care

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

Food services assistant

Personal care worker grade 1

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:

General and administrative services	Food services	Personal care
General clerk/Typist (second and subsequent years of service)	Cook	Personal care worker grade 2
Receptionist		Recreational/Lifestyle activities officer (unqualified).
Pay clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		

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:

General and administrative services	Food services	Personal care
Senior clerk	Senior cook (trade)	Personal care worker grade 3
Senior receptionist		Community and Home Based Care Employees.
Maintenance/Handyperson (qualified)		
Driver (3 ton and over)		
Gardener (trade or TAFE Certificate III or above)		

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:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4

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:

General and administrative services

Food services

Maintenance tradesperson (advanced)
Gardener (advanced)

Senior chef

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:

**General and administrative
Services**

Food services

Personal care

14. COMMUNITY/HOME CARE PROGRAM EMPLOYEES

Community/Home Care Program Level 1

A position in this level has the following characteristics:

A person appointed to this position will have less than 12 months' experience in the industry.

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course,

Community/Home Care Program Level 2

A position in this level has the following characteristics:

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestic assistance and organising appointments.

Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

Community/Home Care Program Level 3

A position in this level has the following characteristics:

Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The

particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

Unscheduled Cancellations:

- (a) **Single Client Engagement**
Where an employee arrives to deliver services to a single client and an unscheduled cancellation occurs (client not home) the employee will be paid for the minimum engagement of two (2) hours.
- (b) **Multiple Client Engagement**
Where an unscheduled cancellation (client not home) occurs on an engagement where the employee has more than one client scheduled, the employee will be paid for the time that they were scheduled to deliver services to that client.

Community/Home Care Program Employee Progression

- (a) At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
 - (i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
 - (ii) where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.
- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

15. COMPASSIONATE/BEREAVEMENT LEAVE

- (a) All eligible full-time and part-time employees are entitled to compassionate and bereavement leave.
- (b) "Compassionate leave" is provided to enable the employee to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, which poses a serious threat to his or her life.
- (c) "Bereavement leave" is provided for the purpose of the employee attending the funeral of the member of the employee's immediate family or household and to deal with personal business associated with the death of a member of the employee's immediate family or household.
- (d) The entitlement to Compassionate and Bereavement leave is as follows:
 - (i) Employees (other than casual employees) are entitled to up to five days paid leave on the death of a mother, father, partner or child.

For the purpose of this clause the words "partner" may include a partner from whom the employee is separated (where a significant relationship can be established) and shall include a person who lives with the employee as a de facto partner.

The five days of paid leave may be taken in the following manner:

- Five days as compassionate leave prior to the death of a person described in this subclause;
- Five days as bereavement leave following the death of a person described in this subclause; or
- A combination of compassionate and bereavement leave up to a total of five days.

(ii) Employees (other than casual employees) are entitled to three days paid leave, in respect of the death of a brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother and grandchild, or a member of the employees household, which can be taken at the employee's request without production of a medical certificate.

The three days of paid leave may be taken in the following manner:

- Three days as compassionate leave prior to the death of a person described in this subclause;
- Three days as bereavement leave following the death of a person described in this subclause; or
- A combination of compassionate and bereavement leave up to a total of three days.

The employer may approve paid compassionate and/or bereavement leave for other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, or dies, where it can be established that a significant relationship exists.

- (e) The employer shall have the discretion to grant paid leave in addition to that described in sub-clause (d) above.
- (f) Casual employee will be entitled to take the same leave periods as detailed in sub-clause (d) above as unpaid leave.
- (g) This sub-clause will not apply where the period of entitlement to leave coincides with any other period of entitlement to leave, including on a rostered day off.
- (e) An employee may take unpaid compassionate and/or bereavement leave by agreement with the employer.

- (h) Proof of the death or serious illness, in the form of a medical certificate, death notice or other written evidence, must be provided by the employee to the employer if requested to do so.

16. CONSULTATION CLAUSE

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) **If:**
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and

- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

17. FLEXIBILITY CLAUSE

- (a) The Employer will allow each employee to take up to 5 days annual leave in single day absences.
- (b) Subclause (a) may be varied in the following way. An employee may request the Employer that up to 5 days annual leave may be taken in single day absences. The employer may agree to the request, provided the employee and the employer genuinely agree to the arrangement, and the employee is better off overall.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) 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
 - (iv) 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
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.
- (f) The Employer is responsible for ensuring that all of the requirements of subclause (c) of this Clause are met.
- (g) The Employer must provide copies of all flexibility arrangements made under this Clause to the Union, upon request.

18. FOUL AND NAUSEOUS LINEN

Any employee who is engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification will be paid an amount of \$15.00 per week (pro rata for hours worked). This allowance will increase as follows: July 1 2014: \$16.39; July 1 2015: \$16.88, July 1 2016: \$17.56.

19. HIGHER DUTIES

- (a) An employee, other than an administrative employee, engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.

This will apply whether or not an employee works in accordance with a roster.

- (b) An employee engaged as an administrative employee who, for a period of five consecutive working days or more, performs the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification.

20. PUBLIC HOLIDAYS

- (a) All employees (other than employees receiving a loaded rate) are entitled to the following public holidays:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day(south of Oatlands), Eight Hours' Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Show Day, Recreation Day in those areas where Hobart Regatta Day is not observed, or other days that are observed in the region in lieu of any of the holidays mentioned above and any other day prescribed by the Tasmanian Statutory Holidays Act 2000 as amended.

- (b) Payment for the holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.
- (c) Where an employee who is entitled to a public holiday and is required to work on any of the holiday, either for part or the whole of the day they will be paid as follows:
 - (i) In the case of an employee required to work in accordance with a roster - double time and half. However, this rate is in substitution for and not in addition to any shift loading provided for in the Roster Clause in this Agreement.
 - (ii) For all work performed by any employee in receipt of a loading in lieu of leave on any of the public holidays listed in subclause (a), payment of double time and half the base hourly wage rate will apply. This payment is instead of and replaces the casual loading otherwise payable.
- (d) An employee required to work on any of the public holidays listed in subclause (a) above, where the holiday applies at their normal place of work, but because their duties require the employee to work at a place where the holiday does not apply, will have the time in lieu of the holiday added to their annual leave entitlement.
- (e) Where work commences between 11.00pm and midnight on a public holiday the time worked before midnight will not entitle the employee to the payment detailed in subclause (c) above.

Time worked by an employee before midnight on a day preceding a holiday with will be regarded as time worked on a holiday. pay, and extending into the holiday with pay, the time worked before midnight.

21. HOURS

- (a) The ordinary hours of work for employees (other than shift workers and community workers) are between the hours of 7.00am and 7.00pm, Monday to Friday. Work performed outside of the ordinary hours is paid as overtime (other than for shift workers).
- (b) Shift workers are employees required to work on a roster outside the spread of hours as described in subclause (a) above, however excludes work performed outside of hours that is paid as overtime.
- (c) The ordinary hours of work for employees will be an average of 38 hours per week, worked over 76 hours per two week period, and will be worked up to 8 hours on any day or extended to a maximum of 10 ordinary hours in agreement between the employee and the employer.
- (d) Employees (other than a shift worker) employed to work outside the spread of hours will be paid at the applicable overtime rates.
- (e) Ordinary Hours – Community Care Employees
 - (i) Ordinary Hours of work shall be between 6.00 a.m. and 8.00 p.m. Monday to Friday.
 - (ii) An employee shall not be required to work for a period of more than 3 hours without being given a rest period of 10 minutes which shall count as time worked.
- (f) Make-up Time

The employer and the majority of employees may agree to establish a system of make-up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.
- (ii) A rostered employee may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.

- (iii) The employer must keep a record of make-up time arrangements in the wages records.

22. INCREASE TO ALLOWANCES

All allowances described in this Agreement will increase by 3% on the first full pay period after 1 July each year this agreement is in operation.

23. LICENCE ALLOWANCE

An employee directed by the employer to drive vehicles requiring a licence other than a standard driver's license issued by the Department of Roads and Transport, Motor Registry, Licence Section, shall, upon presentation of his/her current licence to the employer, be reimbursed the cost of the driver's licence fee.

24. LONG SERVICE LEAVE

Long Service Leave is a matter provided for in the NES (Division 9 – Long Service Leave). Where there is inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976 with the exception that leave will accrue at the rate of 1.3 weeks for each full year of service and employees shall be able to access entitlements after 10 years of service.

This means an employee will be entitled to 13 weeks leave after 10 years service. This will also apply to payment of pro rata leave to any employee who resigns after 10 years service.

25. MEAL AND TRAVEL ALLOWANCES

- (a) Meal Allowance

Where an employee is required to travel away from their usual place of employment the employer will provide a suitable meal or where the employee is away during meal times the employee can purchase a meal at any commercial outlet, then they will be paid a meal allowance as follows:

Breakfast	\$22.30
Lunch (or midday meal)	\$25.00
Dinner (or evening meal)	\$43.00

(b) Meal Charges

The maximum amount that an employer can charge an employee will be \$4.00 for a single course meal. No extra charge is to be made for beverages, toast, bread, butter and condiments.

(c) Travel Allowance

Where an employee is required to remain away overnight they will either be provided suitable accommodation or they will be paid a daily accommodation allowance of:

Accommodation	\$117.00
Incidentals	\$16.50

(d) Meal allowances when required to work overtime

(i) An employee will be supplied an adequate meal where the employer has adequate cooking and dining facilities or be paid a meal allowance of \$11.96 in addition to any overtime payment as follows:

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

(B) provided that where such overtime work exceeds four hours a further meal allowance of \$10.77 will be paid.

(ii) On request meal allowance will be paid on the same day as overtime worked.

26. MEAL BREAKS

- (a) Employees not required to work on a roster, who work in excess of four hours on any day will, subject to subclause (b) below, will receive an unpaid meal break of not more than one hour and not less than 45 minutes. The duration of the meal break may be altered by agreement between the employer and the employee.
- (b) Employees required to work on a roster will receive a paid meal break of 25 minutes which is counted as time worked. However, by mutual agreement between the employer and the majority of the employees within a particular work area and with the approval of the union, those employees will be allowed to extend their paid 25 minute meal break by up to a further unpaid 35 minutes each day.
- (c) An employee receiving an unpaid meal break and who is directed to work during their meal break will be paid at the rate of time and a half of the relevant wage rate for all work performed during the meal break and after until a meal break is allowed.

27. OVERTIME

- (a) Overtime is paid where an employee:
 - (i) works in excess of 8 hours per shift; or 10 hours by mutual agreement and/or
 - (ii) works in excess of 76 hours per fortnight; or
 - (iii) ~~a day worker works outside of the spread of ordinary hours; or~~
 - (iv) For a part-time employee, all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under clause 29(c)
- (b) For all time worked in accordance with subclause (a) above the following overtime rates will be paid:
 - (i) Monday to Saturday inclusive - time and one half for the first two hours and double time after that;
 - (ii) Sunday - double time;
 - (iii) Public Holidays) - double time and one half.

- (iv) A shift worker in accordance with a roster will be paid double time for all overtime. However, overtime is does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.
 - (v) Each days overtime will stand alone.
- (c) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent. Where an agreement is made to take time off in lieu of overtime, the agreement may be concluded by agreement or at the request of either the employer or the employee.
- (d) Eight Hour Break between Shifts
- (i) An employee (other than a casual employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those time, will, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
 - (ii) If on the instructions of the employer the employee resumes or continues work without having had eight consecutive hours off duty they will be paid at double time rates until released from duty for such period, and will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days

28. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Employees who have been employed for 12 months may be eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the National Employment Standards (NES) (*Division 5 – Parental Leave and Related Entitlements of the Fair Work Act 2009*).

A copy of the relevant section of the Act is available from the employer on request.

In addition to unpaid entitlements available under the NES or an Australian government paid parental leave scheme, this agreement has provision for paid parental leave entitlements. An employee must be eligible under the *Fair Work Act 2009* for unpaid parental leave to be eligible for paid parental leave under this agreement.

An eligible pregnant employee on maternity leave will be entitled to 14 weeks paid maternity leave, commencing from the date of the commencement of the maternity leave period.

An eligible male employee (eligible for birth related concurrent leave under the *Fair Work Act 2009*) is entitled to 1 week paid paternity leave, commencing at the time of the birth of the child.

29. PART TIME EMPLOYEES

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (c) Any agreed variation to the hours of work will be in writing.
- (d) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.
- (f) Review of part-time hours
 - (i) Where an employee is regularly working more than their guaranteed contracted hours the employee may request to have their hours reviewed annually.

- (ii) The hours worked in the following circumstances will not be incorporated in any adjustment:
 - (A) If the increase in hours is as a direct result of an employee being absent on leave, for example, annual leave, long service leave, parental leave, workers compensation; and
 - (B) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
- (iii) If a review establishes a consistent pattern of greater hours is being worked, and it is operationally viable, the employer will offer the employee those additional hours as part of their guaranteed minimum number of hours.
- (iv) Any adjusted guaranteed minimum number of hours resulting from an annual review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (v) Part-time employees are to receive a minimum payment of four hours for each engagement.

30. PAYMENT OF WAGES

- (a) Wages will be paid by direct deposit into a financial institution nominated by the employee fortnightly and not later than the Thursday of the week of payment.
- (b) Late Payment of Wages

In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer will do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employees pay will be delayed.
- (c) Wages Notification to Employees
 - (i) On pay day, the employer will state in writing to the employee, the amount of wages to which they are entitled, the amount of tax deductions made, the amount of any other deductions made and the net amount being paid.
 - (ii) Where the hourly rate, or the number of ordinary hours per week of an

employee is changed, or in the case of back monies due, annual leave payment and payment on termination, the employer will state the details separately in writing.

- (d) Where a holiday with pay falls on a normal pay day wages will be paid on the day prior to that holiday.

31. PAYMENT OF ANNUAL INFLUENZA VACCINATIONS

The employer will pay the costs of annual influenza vaccinations.

32. PERSONAL LEAVE

This clause applies to employees, other than Casual employees.

- (a) Entitlement to paid personal/carer's leave:

- (i) Subject to subclause (ii) below, for each year of service with the employer the employee is entitled to 20 days of paid personal/carer's leave.
- (ii) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (iii) Personal/carer's leave accumulates from year to year without limitation.

- (b) Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (i) because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or
- (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or injury, affecting the member; or
 - an unexpected emergency affecting the member.

(iii) The notice and evidence requirements of clause (f) below must be complied with.

(c) Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

(d) Payment for paid personal/carer's leave

If, in accordance with this clause, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(e) Unpaid Carer's Leave

(i) Entitlement to unpaid carer's leave

In addition to paid carer's leave as described in subclause (a), an employee is entitled to a further 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) a personal illness, or personal injury, affecting the member; or

(B) an unexpected emergency affecting the member.

(ii) Taking unpaid carer's leave

(A) Subject to subclause (B) below, an employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as mentioned in clause (i) above.

(B) An employee may take unpaid carer's leave for a particular permissible occasion as:

- a single continuous period of up to 2 days; or
- any separate periods to which the employer and employee agree.

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

(f) Notice and Evidence Requirements

(i) Notice

(A) An employee must give to his or her employer notice of the taking of leave under this Clause by the employee.

(B) The notice:

- must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and
- must advise the employer of the period, or expected period, of the leave.

(ii) Evidence

An employee who has given the employer notice of the taking of leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:

- (A) if it is paid personal/carer's leave – the leave is taken for a reason specified in subclause (b) above; or
- (B) if it is unpaid carer's leave – the leave is taken for a permissible occasion in circumstances specified in subclause (e)
- (C) Notwithstanding this subclause (ii), five days per year, in periods of up to two consecutive days, shall be accessible without the onus of proof on the employee.
- (D) Certification from a medical practitioner or statutory declaration will be acceptable as proof of illness or injury.

(g) Compliance

An employee is not entitled to take leave under this clause unless the employee complies with subclause (f).

32. POLICE CHECKS

All police check renewals will be paid by the employer.

Where the employer requires the employee, whether as a result of a legislative requirement or not, to have Police Check, the employer will cover the cost of incurred by an employee.

33. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- (a) Without limiting its nature and extent professional development includes updating of professional skills, knowledge and techniques; award-bearing courses; agreed activities arising from the appraisal process; employer-initiated activities such as committees, seminars to introduce new developments, methodology, administrative and conceptual changes; and activities for individuals or groups of staff members which have been approved by the employer.
- (b) It must be evident that the activity will provide employees with skills/knowledge which will either:
 - enable them to better undertake their work; or
 - enhance their career prospects.
- (c) The establishment of professional development programs/activities shall be undertaken in consultation with employees occupying positions affected by these programs/activities.
- (d) Any valid costs associated with undertaking approved professional development will be reimbursed by the employer upon production of evidence of such expenditure.
- (e) Travel and accommodation costs incurred by an employee undertaking professional development in accordance with this clause, which exceed those normally incurred in travelling to and from work, will be reimbursed by the employer upon production of evidence of such expenditure.
- (f) The employer and employees should agree on criteria for continuing professional development having regard to the cost, accessibility and availability of courses relevant to the needs of the workplace and the individual employee.
- (g) Training, development and career opportunities

Processes will be implemented that will ensure all employees have regular opportunities to discuss their career plans and training needs with their supervisor/manager.

All employees will be provided with equitable access to training and education opportunities and, wherever possible, the training will be accredited training.

All employees shall receive up to three (3) days paid Development/Study leave if relevant to employment and authorised by Management.

34. PROTECTIVE CLOTHING

- (a) The employer will provide where necessary, suitable protective clothing for the employees. An employee, who is supplied with protective clothing, will wear the clothing for the purpose for which it is supplied.
- (b) The employer will maintain full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the employee's duties.
- (c) The employer will compensate an employee where, in the course of the work, an employee's clothing is damaged, destroyed by fire or by the use of corrosive substances.

35. REDUNDANCY PROVISIONS

Redundancy Entitlements is a matter provided for in the NES (Division 11 – Notice of Termination and Redundancy Pay). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

- (a) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise:

- (b) Commitment to consult

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a

loss of employee's income, the employer agrees to immediately notify the union and to commence a process of ongoing consultation in accordance with Clause 12 of this Agreement.

(c) 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:

- (i) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (ii) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) 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 employee's income, will be as follows:

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 four weeks.

The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination.

(e) 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.

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 employee's income, the employer will be entitled to take into account the operational requirements of the business. The employer shall consult with the union where the employer rejects an application for voluntary redundancy in favour of an involuntary redundancy

(f) Redundancy Package

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

(A) Four (4) weeks pay in lieu of notice

(B) Two (2) weeks pay for each year of service or part thereof; to a maximum of 20 weeks

(C) Full payment of all accrued annual leave entitlements including leave loading.

(D) Payment of pro rata long service leave after seven (7) years of continuous service.

(ii) Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Award) which causes a loss of income the employer will pay a partial redundancy to such employees as are adversely affected as follows:

Redundancy payment = existing weekly rate – new weekly rate x 2 x years of service and pro rata to 2 weeks for any uncompleted year of service.

(iii) A weeks pay shall mean:

- (A) the hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
 - (B) any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
 - (C) any all purpose work related allowances
- (g) Time off to seek other Employment

(i) All employees who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.

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

(h) Financial Counselling

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 financial counselling (up to two sessions) from a financial adviser agreed to by the employer and the employee.

The employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.

36. REMOTE CALL

- (a) An employee who is required to remain on 'remote call' (that is on call for duty and allowed to leave the workplace) will be paid \$2.00 for each hour they are required to on remote call, with a minimum payment of \$8.70 for each 24 hour period on remote call.

- (b) Where an employee on remote call is recalled to work they will be paid in accordance with the Call Back Clause in this Agreement. This will be in addition to the payment entitlement described in subclause (a) above.

37. ROSTER

- (a) The roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.
- (b) A rostered employee who works part or all of their daily hours between 7.00pm and 7.00am will be paid a loading of 15 per cent on the hourly rate for all hours worked on that day or shift.
- (c) The roster will;
 - (i) not require an employee to work more than eight hours each day subject to agreement being reached or in accordance with the Hours Clause in this Agreement;
 - (ii) provide for not more than eight days to be worked in any nine consecutive days;
 - (iii) not be changed until after four weeks' notice or in the case of an individual employee will 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;
 - (iv) provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the employees union, alternative arrangements are made;
 - (v) clearly stipulate a 28 day accounting period which will include an accrued day off in addition to eight rostered days off.
- (d) A rostered employee will work their eight hour day continuously and the hours will not be broken.

Provided in an emergency situation the continuous hours may be broken by agreement between the employer and the employee. All work performed in excess of a spread of nine hours will be paid at the rate of double time.

- (e) Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, documented in accordance with the subclause above, will be entitled to the provisions of this clause.

38. SALARY PACKAGING AND SACRIFICE

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program. The terms and conditions of salary packaging and sacrifice must be subject to the provisions of this clause.
- (b) By agreement with the employer, employees who elect in writing to do so, may convert a component of their weekly ordinary time wage to packaged benefits.
- (c) Overtime and shift penalties must be calculated on the wage level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this clause.
- (d) Non salary packaged benefits must be paid for any period for which the employee is paid wages or the equivalent, including but not limited to annual or other leave with pay including long service leave.
- (e) If during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers' compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.
- (f) In the event that the employee ceases to be employed by the employer (including through redundancy) this agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in this Agreement. Any outstanding benefit still due under a Salary Packaging Agreement upon termination will be paid as cash wage benefit.
- (g) Superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time must be calculated on the wage rate contained in this Agreement as if no salary packaging agreement was in place.
- (h) Annual leave loading entitlements must be calculated on the rate of pay contained in this Agreement as if no salary packaging agreement was in place.

- (i) Employees who have entered into a salary packaging agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement.
- (j) Any wage increases under this Agreement, or under any other mechanism that apply to employees covered by this Agreement, are payable to employees covered by a salary packaging agreement. Such increases must be applied to the base rate of pay before salary packaging.
- (k) No employee, as a result of entering into a salary packaging agreement, will receive less, in wage and benefit, than currently provided for in this Agreement.
- (l) In the promotion and implementation of salary packaging to employees the employer will advise each employee in writing:
 - (i) that there is no compulsion for any employee to participate in salary packaging;
 - (ii) that all conditions contained in this Agreement, other than salary packaging, will continue to apply;
 - (iii) of the classification level and the current base wage payable as applicable under this Agreement;
 - (iv) that the structure of any agreed package complies with taxation and other relevant laws;
 - (v) that they may consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - (vi) of the right of the employee to inspect details of the payments and transactions made under the terms of any agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a print-out of the relevant information;
 - (vii) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;
 - (viii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employer and the employee

must give two months' notice, except in circumstances in which an employee ceases to be employed by the employer.

- (m) In the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in this Agreement.
- (n) Salary packaging for all employees covered by this Agreement will only be entered into as provided for by this clause.

By agreement with the employer an employee may also sacrifice an amount of their wage, and have that sacrificed amount contributed to a superannuation fund. Where applicable the provisions of this clause will apply to salary sacrifice arrangements.

39. SATURDAY AND SUNDAY WORK – SHIFT WORKERS

(a) Saturday Work

Shift workers working ordinary hours, the major portion of which falls on a Saturday, will be paid at the rate of time and one half of the employee's ordinary hourly rate for all hours worked on that day, however the rates are a substitution for and not cumulative upon the 15 per cent roster loading.

(b) Sunday Work

Shift workers working ordinary hours, the major portion of which falls on a Sunday, will be paid at the rate of double time of the employee's ordinary hourly rate for all hours worked on that day, however the rates are a substitution for and not cumulative upon the 15 per cent roster loading.

- (c) Where work commences between 11.00pm and midnight on a Sunday the time worked before midnight will not entitle the employee to the Sunday. However, where the employee works time before midnight on a Saturday and the time worked extends into Sunday, the time worked before midnight will be regarded as time worked on Sunday.

40. SLEEP OVER PROVISION

The employer will not introduce sleepovers for the life of this agreement.

41. SUPERANNUATION

(a) Superannuation legislation

- (i) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
- (ii) The rights and obligations in this clause supplement those in superannuation legislation.

(b) Employer contributions

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

- (c) The employer must pay to the relevant superannuation fund the amount specified in subclause (b) no later than 28 days after the end of each month.

(d) Voluntary employee contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
- (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
- (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.

(e) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (b) and pay the amount authorised under subclauses (d)(i) or (d)(ii) to HESTA Super Fund (Health Employees Superannuation Trust Australia).

42. UNIFORMS

Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms. Employees will have a choice of uniform items and these will be replaced on a fair wear and tear basis.

Employees must return provided uniforms to the employer upon cessation of employment.

43. REPRESENTATIONAL RIGHTS

(a) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to five days leave with pay each calendar year, non-cumulative, to:

- represent members in bargaining;
- represent the interests of members to the employer and industrial tribunals;
- consult with union members and other employees for whom the delegate is a bargaining representative;
- participate in the operation of the Union;
- attend union education;
- address new employees about the benefits of union members attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
- attend union annual Delegates Conference

(b) Without limiting the above, leave shall be available as follows:

Number of employees covered by the agreement

Number of delegates or workplace representatives eligible for 5 days paid leave in any 12 month period

Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

- (c) The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.
- (d) The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (f) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (i) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
 - (i) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

44. COMMUNITY SERVICE LEAVE

Community Service Leave is a matter provided for in the NES (Division 8 – Community Service Leave). Where there is an inconsistency between this Clause and the NES, the NES provision will apply to the extent of the inconsistency.

- (a) An employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency management activity during normal working hours may be entitled to paid leave on application.
- (b) Community Service Leave arrangements apply in respect to employees who are registered volunteers with the following emergency service organisations:
 - Tasmania Fire Service;
 - Tasmanian Ambulance Service;
 - State Emergency Service; and
 - Other emergency service consistent with the NES definition.
- (c) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (d) The employer will grant approval or an employee to be absent from duty so the employee can assist with an emergency situation, providing the following conditions are met:
 - the employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
 - the employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - if required by the employer, the employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

The employer will not unreasonably refuse a request of absence to attend an emergency situation.

- (e) When an employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
- the attendance will not affect entitlements for leave accruals and related benefits;
 - an injury sustained by the employee whilst attending a emergency situation will not form the basis of a claim against the employer; and
 - the return to normal work duties by the employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the employee.
- (f) Subject to the following, absence from normal duties as a result of approved Community Service Leave will not affect the fortnightly salary of the employee;
- (i) Any employee who receives payment in compensation for lost wages as a result of providing volunteer assistance in an emergency situation whilst on paid Community Service Leave, must produce to the employer documentation showing the amount the employee has received for compensation of loss of wages.
- (g) On production of the required documentation, the employee will receive their fortnightly gross wage minus the amount received in (i) above. All superannuation normally paid by the employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the employee had been at work.

45. WAGE INCREASES

.77 cents per hour

Per Hour Ordinary/Base Rate for each classification

Classification	Pre Agreement From July 1 st 2013	July 1 st 2014 FFPP +0.77 cents	July 1 st 2015 FFPP +0.77 cents	July 1 st 2016 FFPP +0.77 cents

	(+2% on MA)			
Aged Care Employee 1	\$17.76	\$18.53	\$19.30	\$20.07
Aged Care Employee 2	\$18.49	\$19.26	\$20.03	\$20.80
Aged Care Employee 3	\$19.22	\$19.99	\$20.76	\$21.53
Aged Care Employee 4	\$19.45	\$20.22	\$20.99	\$21.76
Aged Care Employee 5	\$20.10	\$20.87	\$21.64	\$22.41
Aged Care Employee 6	\$21.19	\$21.96	\$22.73	\$23.50
Aged Care Employee 7	\$21.57	\$22.34	\$23.11	\$23.88
Home care level 1 Pay point 1	\$17.98	\$18.75	\$19.52	\$20.29
Home care level 2 Pay point 1	\$19.06	\$19.83	\$20.60	\$21.37
Home care level 2 Pay point 2 (ACE 3)	\$19.22	\$19.99	\$20.76	\$21.53
Home care level 3 Pay point 1 (ACE 4)	\$19.45	\$20.22	\$20.99	\$21.76
Home care level 3 Pay point 2 (ACE 5)	\$20.10	\$20.87	\$21.64	\$22.41

46. FUTURE NEGOTIATIONS

The employer agrees to commence for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement.

47. DECLARATION AND SIGNATORIES

Declaration

This agreement has been negotiated in good faith and through extensive consultation between the employer and the employees to be covered by the Agreement. The parties are entering into this Agreement with full knowledge as to the content and effect of the document


Signatories

FOR THE EMPLOYER

Signed: 

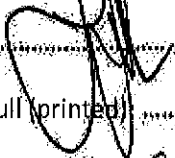
(for and on behalf of May Shaw Health Centre Inc. by its authorised representative)

Date: 18/12/14
Name in full (printed): Julie Kathleen Orr
Position: Chief Executive Officer
Employer's Address: 37 Wellington St

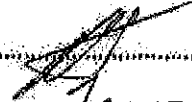
Shannon Tasmania 7190
Witnessed by (signature): 

Witness name in full (printed): CLIFFORD ANTHONY PARTIDA
Witness address: 13 MITCHELL CRESCENT
ST LAWRENCE TASMANIA 7250


EMPLOYEE REPRESENTATIVE

Signed: 
Name in full (printed): TIM JACOBSON HEALTH SERVICES UNION, TASMANIA BRANCH
Address: 11 CLARE ST NEW TOWN TAS 7008 STATE SECRETARY


Date: 22/12/14

Witnessed by (signature): 
Witness name in full (printed): JAMES COOPER
Witness address: 11 CLIVE ST NEW TOWN TAS 7008

EMPLOYEE REPRESENTATIVE

Signed: 
Name in full (printed): NENOLI ELLIS
Address: 182 MALQUARIE ST
HOBART

ANMF, Tasmanian Branch
Branch Secretary

Date: 22/12/14
Witnessed by (signature): 
Witness name in full (printed): Mary Jane Creslee
Witness address: 146 Bernicula Road
Bernicula TAS 7011

EXPLANATION OF EMPLOYEE REPRESENTATIVE'S AUTHORITY TO SIGN AGREEMENT:

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