



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Huon Eldercare Inc.
(AG2015/6573)

HUON ELDERCARE INC. HACSU ANMF GENERAL STAFF AGREEMENT 2015

Tasmania

COMMISSIONER ROE

MELBOURNE, 12 NOVEMBER 2015

Application for approval of the Huon Eldercare Inc. HACSU ANMF General Staff Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Huon Eldercare Inc. HACSU ANMF General Staff Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Huon Eldercare 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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[4] The Agreement was approved on 12 November 2015 and, in accordance with s.54, will operate from 19 November 2015. The nominal expiry date of the Agreement is 30 September 2017.



COMMISSIONER

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<Price code J, AE416597 PR573854>



HUON ELDERCARE Inc.

HACSU

ANMF

GENERAL STAFF AGREEMENT

2015

1. TITLE

This Agreement shall be referred to as the **Huon Eldercare Inc. HACSU ANMF General Staff Agreement 2015.**

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3. SCOPE OF AGREEMENT

This agreement shall apply to Huon Eldercare Inc. in respect of the employment by the employer of employees other than Registered and Enrolled Nurses and Community Care Staff.

4. PARTIES TO THE AGREEMENT

The parties to this agreement are as follows:

- (a) Employees who are employed by Huon Eldercare Inc. and are engaged in work in classifications contained in this Agreement;
- (b) Huon Eldercare Inc. (the employer);
- (c) the Health Services Union, Tasmania Branch;
- (d) the Australian Nursing and Midwifery Federation Tasmanian Branch;

5. DATE AND PERIOD OF OPERATION

This Agreement will be operational on the seventh day after the date specified on the notice from the Fair Work Commission with a nominal expiry date of 30 September 2017.

6. DEFINITIONS

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning indicated:

“award” means the Aged Care Award 2010

“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 (whether the employee and the person are of the same sex or different sexes);
- (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 the Huon Eldercare Inc.

“immediate family” means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

“NES” means National Employment Standards.

“spouse” includes former spouse.

“the Act” means the *Fair Work Act 2009*.

“standard rate” means the wage for an Aged care employee—level 6 contained in this agreement

7. SAVINGS/SUPERSESSION/SEVERANCE CLAUSE

- (a) Except as otherwise provided by this Agreement, the provisions and conditions of employment contained in the Aged Care Award 2010 and the National Employment Standards apply to employees covered by this Agreement.
- (b) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (c) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Act. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- (d) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- (e) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (f) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

8. RELATIONSHIP TO THE NES

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply and are in satisfaction of the NES.

9. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute about a matter under this Agreement, or any other workplace matter, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- (b) If the dispute is unable to be resolved at the workplace, and all appropriate steps under clause (a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- (c) The parties may agree on the process to be used by the Fair Work Commission including mediation, conciliation and consent arbitration.
- (d) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute. \
- (e) The employer and employees may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (f) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, which is safe and appropriate for the employee to perform.

10. ADDITIONAL AVAILABLE HOURS

Huon Eldercare Inc where practicable and feasible will give priority to permanent part time staff to increase additional hours when other staff are on any form of leave.

11. ANNUAL LEAVE

(a) Day Workers

A full-time employee is entitled to four (4) weeks' paid annual leave for each twelve (12) months' continuous service.

(b) Rostered Employees

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, an extra one (1) week of annual leave per year.

(c) Part-Time Employees

Part-time employees will be entitled to annual leave based on the number of ordinary hours worked in the leave year.

The leave entitlement will be calculated on a pro-rata basis as follows:

Part-time hours worked p.a.

$$\frac{\text{(including any. period of annual leave)} \times \text{Full-time leave entitlement}}{\text{Full-time hours p.a. 1}}$$

(d) Public Holidays

- (i) For employees who do not work on a roster, the period of annual leave excludes any public holidays to which the employee is entitled. If a holiday with pay falls within an employee's period of annual leave and is on a day that the employee would have been at work, added to the period of annual leave will be holiday leave equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.
- (ii) For full-time employees required to work in accordance with a roster, that employee will receive in addition to their period of annual leave, holiday leave equivalent to one day for each public holiday to which they are entitled, whether or not the holiday is observed on a day which, for that employee would have been a rostered day off.

For a part-time employee who works on a roster they will receive in addition to their period of annual leave, holiday leave equivalent to one day for each public holiday to which they are entitled, upon which they are rostered to work.

However, this sub-clause will not apply if the holiday falls on a Saturday or Sunday or where by agreement between the employer and employee, an employee has been paid the appropriate rate of pay for a holiday with pay.

(e) Broken Leave

Unless otherwise agreed, the entitlement to Annual Leave will be taken in not more than two separate periods.

(f) Time of Taking Leave

Paid annual leave may be taken for a period agreed between an employee and his or her employer.

The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave

(g) Cashing out of Annual Leave

An employee may, with the agreement of the employer, cash out accrued annual leave, provided that in no circumstance must the remaining balance of the employee's leave be less than four weeks after the amount of leave being cashed out has been deducted from the employee's accrued leave. The amount cashed out will include the relevant amount of annual leave loading. Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.

(h) Proportionate Leave on Ending Service

If an employee lawfully leaves the employment or the employment is terminated by the employer, the employee will be paid at their ordinary rate of wage as follows:

(i) Full-Time Employees

12.67 hours for each completed month of continuous service and a proportion of 12.67 hours for an uncompleted month e.g. if an employee finishes on the 15th April they will be entitled to 15/30 of 12.67 hours.

(ii) Rostered Employees

15.83 hours for each completed month of continuous service in addition to entitlements provided for in subclause (b) above and a proportion of 15.83 hours for an uncompleted month e.g. if an employee finishes on the 15th April they will be entitled to 15/30 of 15.83 hours for that month..

(iii) Part-Time Employees

Rostered employees - 9.6 per cent of the normal hours worked in each completed month of continuous service in addition to entitlements provided for in subclause (b) above and a proportion of 9.6 per cent of the normal hours for an uncompleted month e.g. if an employee finishes on the 15th April they will be entitled to 15/30 of 15.83 hours for that month...

(iv) Other Employees

7.7 per cent of the normal hours worked in each completed month of continuous service and a proportion of 7.7 per cent of the normal hours for an uncompleted month e.g. if an employee finishes on the 15th April they will be entitled to 15/30 of 15.83 hours for that month..

(i) Annual Leave Loading

During a period of annual leave (excluding leave provided for in subclause (c)) an employee will be paid an allowance, additional to their wages, calculated on the relevant wages for their classification as follows:

- (i) For an employee not working on a roster, 17.5 per cent of their classification rate immediately prior to going on annual leave plus, where applicable, any all purpose payment payable to the employee concerned; or

- (ii) For an employee working on a roster, the wages equivalent to that which they would have received in accordance with their projected roster.
- (iii) However, if an allowance of 17.5 per cent in addition to the relevant rate of pay is greater than the projected roster, then the employee will be entitled to the provisions of paragraph (i) above and not the projected roster.
- (iv) This sub-clause applies to all annual leave accrued by an employee.

(j) Calculation of Continuous Service

For the purpose of this clause, service is continuous even where an employee is absent from work as a result of personal sickness or accident up to and including 91 days.

Any absence on account of personal sickness or accident in excess of 91 days in any 12 monthly period does not count towards calculation of continuous service

(k) Employer Instigated Cancellation of Leave

- (i) If, as a consequence of an employer instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when the cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and the loss is deemed to be unrecoverable, that employee is entitled to recover the costs from the employer.

Any 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 to which the payment was made, stating the amount which is not recoverable.

The employer will only be liable to pay that portion of the payment which is unrecoverable and which is not subject to an insurance claim or payment.

- (ii) An employee who, during a period of annual leave, responds to an employer instigated request to return to work during a period of annual leave is entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent return to annual leave. The costs are those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the returning to annual leave would only apply when the period of leave was deemed to be continuous other than for the interruption to return to work.

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 support the claim.

- (iii) An employee, on returning to work in response to an employer instigated request, is to be re-credited with one day's annual leave for each day or part day the employee is at work. The employee will be entitled to use the additional re-credited day or days in addition to the unused portion of approved annual leave (which the employee would have taken except for the interruption by returning to work) immediately upon the finishing of the period for which the employee was recalled to work.

PROVIDED that an employee may elect to take the balance of unused leave and re-credited days at a later date.

(l) Single Day Annual Leave

The employer and the majority of employees may agree to establish a system of single day annual leave absences provided that:

- (i) Where agreed an employee may take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed.
- (ii) An employee and employer may agree to defer payment of the annual leave loading on single day absences, until at least five consecutive annual leave days are taken.
- (iii) An employee or the employees may choose to request their union, to represent their interests in negotiations referred to in paragraph (i) above.
- (iv) Once a decision has been taken to introduce a system of single day annual leave, the terms must be set out in the time and wages records.
- (v) An employer must record these short term annual leave arrangements in the time and wages records.

(m) Excessive Leave

If an employee has more than 6 weeks accrued leave the employer may advise the employee of the need to take leave. If the employee does not in a reasonable time period book this leave then employer will propose a period that the employee would take leave.

12. BUDDY/FAMILIARISATION ALLOWANCE

- (a) Staff who are directed to carry out buddying/familiarisation roles with new employees will be paid an allowance of \$5.00 for each shift during which they perform those duties.
- (b) For the purpose of clarity, buddying/familiarisation does not include mentoring.

13. 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) An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled. If the work is completed in less than four hours, the employee will be released from duty.
- (c) Time reasonably spent in getting to and from work will be regarded as time worked.

14. CALL REMOTE

- (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 \$0.91 cents for each hour they are required to be on remote call, with a minimum payment of \$9.31 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.
- (c) Where practicable an employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per employee per cycle will be worked.

15. COMMUNITY SERVICE LEAVE

- (a) An employee who is a registered volunteer and has notified the employer of this involvement 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 unpaid 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; and
- State Emergency Service.
- 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 for 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.

16. 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 or other relatives listed below 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 or other relatives listed below 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, which can be taken at the employee's request without production of a medical certificate.

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 the person mentioned in this subclause;
- Five days as bereavement leave following the death of the person mentioned 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, or other immediate family member not described at subclause (d) 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 the person mentioned in this subclause;
- Three days as bereavement leave following the death of the person mentioned 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.
- (h) An employee may take unpaid compassionate and/or bereavement leave by agreement with the employer.
- (i) 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.

17. CONSULTATION CLAUSE

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must

give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (d) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause (a) above.
- (e) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
- (f) Consultation about changes to rosters or hours of work
 - (i) 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.
 - (ii) The employer must:
 - (A) 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);
 - (B) 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
 - (C) 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.
 - (iii) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
 - (iv) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

18. 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) Employment may be terminated by an employee giving the employer two weeks' notice.
- (d) Employment may be terminated by the employer (on lawful grounds only) by giving an employee notice as follows:

Period	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

- (e) The period of notice in the table above will be extended by 1 week if the employee is over 45.
- (f) This does not affect the right of the employer to dismiss an employee for serious misconduct as defined by the Fair Work Regulations, in which case wages will only be paid up to the time of dismissal only.
- (e) Where an employer has given notice of termination to an employee, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
- (f) The employer may pay the specified period of notice in lieu of the employee working the time out; such payment shall be at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (g) 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.

- (h) 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.

19. EMPLOYMENT CATEGORIES

- (a) Employees under this agreement will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part-time;
 - (iii) casual; or
 - (iv) temporary.

All employees will receive a minimum payment of 2 hours for each engagement.

- (b) At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time, casual or temporary basis. The employer will provide employees with a Position Description detailing the duties that are within the limits of the employees' skill, competence and training, consistent with the relevant classification.
- (c) An employee's position at the time of engagement must be appropriately classified according to the classification standards set out in Schedule 2 of this Agreement. Details of an employee's classification upon commencement, and any subsequent change to the employee's classification, must be in writing.
- (d) Employees other than casual and temporary employees are employed by the fortnight.
- (e) On commencement employees other than casual employees will be employed for an appropriate probationary period relevant to the requirements and nature of the work and the experience and skills of the employee. The probationary period will be specified, in writing, at the time of engagement but will not exceed six months.
- (f) Employees must not be paid less than their substantive classification rate for carrying out work of a lower classification.

Full-time employees

- (h) A full-time employee is someone contracted to work 76 ordinary hours a fortnight and who is employed, subject to satisfactorily completing a probationary period, with the expectation that employment will be of a continuing nature.

Part-time employees

- (i) A part-time employee is someone contracted to work fewer than 76 hours a fortnight, on a regular and predictable basis and who is employed, subject to satisfactorily completing a probationary period, with the expectation that employment will be of a continuing nature.
- (j) Before commencing part-time employment, the employer and the employee will agree, in writing, the guaranteed minimum number of ordinary hours to be worked each fortnight, the days of the week on which the employee will work, the hours of work the employee will work each day, and the starting and finishing times for each day.
- (k) The terms of an agreement made under (j) above may be varied by mutual consent. Any such variation must be in writing and signed by employer and employee.
- (l) The conditions of employment of this Agreement apply to part-time employees on the basis of the percentage that their ordinary hours of work per fortnight bear to full-time employees' ordinary hours of 76.
- (m) Part time employee review of 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, the employer will offer the employee those additional hours as part of their guaranteed minimum number of hours.

Casual employees

- (n) A casual employee is someone engaged on an hourly basis, and whose hours of work, the days on which they are worked, and work patterns are on an 'as and when needed' basis and are irregular, unpredictable and spasmodic.
- (o) Casual employees are paid a loading of 25% of their relevant hourly rate.
- (p) The employer maintains a register of people who have asked to be considered for casual employment. Being on the register does not mean that any particular person will be offered work of a casual nature should it arise or that having been offered employment, a person will necessarily be offered further periods of casual employment.

Temporary employees

- (q) A temporary employee is someone, other than a casual employee, engaged for a specified period of time and/or to undertake a specified task or tasks and for whom there can be no reasonable expectation of employment continuing once that period of time or those task or tasks have been completed.
- (r) A temporary employee may be employed on either a full-time or part-time basis and may be subject to a probationary period.

20. EXCESSIVE WORKLOADS

Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:

- (a) The employer will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (b) The employer will ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) will be implemented.

21. FAMILY/DOMESTIC VIOLENCE LEAVE

An employee who is experiencing family or domestic violence is entitled to up to five days paid leave in each year. This entitlement is separate from and additional to an employee's personal leave entitlement. Family or domestic violence leave is non-cumulative, i.e. unused leave does not accrue from year to year.

22. FLEXIBILITY CLAUSE

- (a) Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
 - (i) arrangements for when work is performed;
 - (ii) allowances; and
 - (iii) leave loading.
- (b) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (c) The agreement between the employer and the individual employee must:
 - (i) be confined to a variation in the application of one or more of the terms listed in 22(a); and
 - (ii) result in the employee being better off overall than would have been the case if no individual flexibility agreement had been entered into.
- (d) The agreement between the employer and the individual employee must also:
 - (i) be in writing, name the parties to the agreement and be signed by the employer and the employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (ii) state each term of this agreement that the employer and the employee have agreed to vary;
 - (iii) detail how the application of each term has been varied by agreement between the employer and the employee;
 - (iv) detail how the agreement results in the employee being better off overall in relation to her or his terms and conditions of employment; and
 - (v) state the date the agreement commences to operate.
- (e) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.

- (f) Except as provided in 22(d)(i) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- (g) An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (h) The agreement may be terminated:
 - (i) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between the employer and employee.
- (i) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

23. FOUL AND NAUSEOUS LINEN ALLOWANCE

An allowance of 0.05% of the rate of pay for an Aged Care Employee level 6 or part thereof will be paid to an employee in any classification if they are 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. Any employee who is entitled to be paid an allowance will be paid a minimum sum of 0.27% of the rate of pay for an Aged Care Employee Level 6 as performed in any week.

24. HIGHER DUTIES

An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher rate for time worked:

- (a) The time so worked for two hours or less; or
- (b) A full day or shift where the time so worked exceeds two hours.

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.

25. HOLIDAYS WITH PAY

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

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 day that are observed in the a region in lieu of or additional to any of the holidays mentioned above.

- (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 holiday with pay 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 a half. However, this rate is in substitution for and not in addition to the roster loading provided for in the Roster Clause in this Agreement.

(ii) For all work performed by a casual employee on any of the public holidays listed in subclause (a), payment of double time and half the base hourly wage rate will apply.

- (d) An employee required to work on any of the holidays with pay 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 public holiday, and extending into the public holiday the time worked before midnight will be regarded as time worked on a holiday.

26. HOURS

- (a) The ordinary hours of work for day workers are between the hours of 6.00am and 7.00pm, Monday to Friday and:

(i) For all day workers, an average of 38 hours per week worked over 76 hours per fortnight, to be worked in ten days in continuous periods of

eight hours each day, except for a meal break of not more than one hours duration.

However, the spread of hours or daily hours may be altered for all or a section of employees by mutual agreement between the employer and the employee(s) in the area concerned and the relevant union. The union's agreement will not be unreasonably withheld.

Work performed prior to 6.00am and after 7.00pm will be paid at the relevant overtime rates.

- (ii) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by the employee or the employer giving the other 14 days written notice.

An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employee's employment file.

The employer will not use this subclause to reduce the number of full-time equivalent (FTE) staff employed.

An employee who wishes to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to the arrangement being effective.

In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.

No employee (or prospective employee) will be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

- (iii) Part-time employees (other than a rostered employee) employed to work outside the spread of hours specified in paragraph (i) above will receive penalty rates as follows:

- Monday to Saturday - time and one half for the first two hours and double time after that;
- Sunday - double time;
- Holidays with Pay - double time.

- (b) Employees may be required to work to a roster, subject to the Roster Clause in this Agreement. Where an employee is required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday that work must be in accordance with a roster.

(c) Ordinary Hours – Rostered Employees

- (i) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee must not exceed:
 - 8 hours in any one day; nor
 - 76 hours in any 14 consecutive days.
- (ii) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by either the employee or the employer by giving the other 14 days (one fortnight) written notice.
- (iii) An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employee's employment file.
- (iv) The employer will not use this subclause to reduce the number of full-time equivalent (FTE) staff employed.
- (v) An employee who proposes to agree to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to such arrangement being effective.
- (vi) In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.
- (vii) No employee (or prospective employee) will be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

(d) Accrued Days Off

- (i) Employers will where possible structure 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).

However, where an employer encounters operational difficulties in structuring a 19 day month, discussion may take place with the union on an alternative method of introduction. In the event of disagreement, the matter will be referred to the Fair Work Commission whose decision will be final and binding. The onus in those proceedings is on the employer to prove the 19 day month creates operational difficulties.

- (ii) Accrued days off will 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 a rostered day off.
- (iii) Where an employee is absent on leave without pay 24 minutes for each day of absence should be deducted from the accrued day off.
- (iv) Days of paid absence on holidays with pay and other paid leave will count toward the accrued day off on full pay.
- (v) Where an accrued day off falls on a holiday with pay as listed in the Holidays with Pay Clause in this Agreement, a substituted accrued day off should be taken as soon as possible.
- (vi) Holidays with pay as provided for in the Holidays with Pay Clause in this Agreement which are taken accrue towards an accrued day off.
- (vii) An employee may elect, with the consent of the employer, to take accrued days off in part day amounts.
- (viii) An employee may elect, with the consent of the employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.
- (ix) The employer must keep accurate records of accrued days off arrangements in the wages records.

(e) Time Off in Lieu of Payment

The employer and the majority of employees may agree to establish a system of time off in lieu of overtime provided that:

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off during ordinary time hours will be taken at the appropriate penalty rate equivalent.
- (iii) An employer will, if requested by an employee, provide payment at the relevant overtime rate in the Overtime Clause in this Agreement, for any overtime worked under this subclause where the time in lieu is not taken within four weeks of the accrual.
- (iv) An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.

(v) The employer must keep accurate records of time off in lieu arrangements in the wages records.

(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.

27. INCREASES TO ALLOWANCES

All allowances in this Agreement will be increased on 1 July each year. The amount of the increase will be the annual percentage wage increase contained in this agreement.

28. LICENCE ALLOWANCE

An employee directed by the employer to drive vehicles requiring a licence other than a standard drivers 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 drivers licence fee.

29. LONG SERVICE LEAVE

Long Service Leave entitlements and the taking of leave shall be in accordance with the *Long Service Leave Act 1976*.

This means an employee will be entitled to take up to 8.6666 weeks leave after ten years service. This will also apply to payment of pro rata leave to employees who resign after ten years of service.

30. MEAL BREAKS

Meal breaks

- (a) Day work employees who work in excess of five ordinary hours a day are entitled to an unpaid meal break of 30 minutes, or such other duration as may be mutually agreed.
- (b) If employees are directed to work during an unpaid meal break they are to be paid at the rate of time and one half of their ordinary rate for all work performed during the break and until after such time as a meal break has been taken.
- (c) Rostered employees who work in excess of five ordinary hours a day are entitled to a paid 30 minute meal break and are entitled, by mutual agreement, to extend the meal break by up to a further unpaid 30 minutes.

Tea breaks

- (d) Employees are entitled to a paid ten minute tea break in each four hours worked, at a time to be agreed between the employee and employer.
- (e) Alternatively, subject to agreement between the employer and employee, such breaks may be taken as one paid twenty minute tea break.

31. OVERTIME

- (a) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.

For the purposes of this clause overtime means:

- (i) Work in excess of eight hours per day except where ordinary hours are extended in accordance with the Hours Clause in this Agreement, in which case it is hours in excess of 10 hours per day.
- (iii) Work in excess of 76 hours per fortnight except where an employee receives an accrued day off in accordance with the Hours Clause in this Agreement, in which case it is hours in excess of 80 hours per fortnight.
- (iv) For non-rostered employees work outside the span or ordinary hours 6.00am to 7.00pm except where agreement is reached in accordance with the Hours Clause in this Agreement.

- (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 19(k)).
- (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) Holidays with Pay - double time and a half.
 - (iv) An employee required to work in accordance with a roster will be paid double time for all overtime. However, overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.
 - (v) Each day's overtime will stand alone.
- (c) Unless the period of overtime is one and a half hours or less, an employee before starting overtime will be allowed a paid meal break of 20 minutes paid at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work. No employee will be required to work more than five hours without a meal break.
- (d) An employee required to work for more than one hour's overtime will either be supplied with a meal by the employer or paid \$11.73.

Provided that where such overtime work exceeds four hours a further meal allowance of \$10.57 will be paid
- (e) The allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments.
- (f) The calculation of the overtime payments provided for in this clause for a casual employee will be based upon the relevant wage rate including casual loading contained in this Agreement.
- (g) 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.

Before entering into an Agreement under this subclause, employees have the right to consult their union.

- (h) 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 an employee resumes or continues work without having had eight consecutive hours off duty the employee 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.

32. PARENTAL LEAVE AND RELATED ENTITLEMENTS

The parties recognise the Paid Parental Leave (PPL) scheme exists for new parents who are the primary carers of a child born or adopted on or after 1 January 2011.

An eligible person will receive taxable PPL payments at the level of the Federal Minimum Wage, for a maximum period of 18 weeks. In most cases, the person will receive the payment through their employer.

The eligibility to 18 weeks PPL is in addition to any entitlements an employee under this Agreement is entitled to under the Parental Leave (birth related leave and adoption related leave) provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements).

Huon Eldercare Inc 'top up' parental leave pay

Huon Eldercare will pay employees who take Paid Parental Leave the difference between the PPL payment and the employee's relevant ordinary rate, to a maximum of fourteen weeks.

Note: in addition, the introduction of the federal Government's PPL scheme means employees are eligible to receive a further four weeks leave paid at the federal minimum wage rate.

For the purposes of top up pay '**relevant ordinary rate**' means an employee's ordinary rate of pay excluding shift penalties, allowances and overtime.

The federal Dad and Partner Pay scheme (DaPP)

On 1 January 2013 the Australian Government introduced the Dad and Partner Pay scheme (DaPP). The scheme provides up to two weeks federal government-funded pay, at the national Minimum Wage, for secondary carers of new-born or adopted children.

Note: Huon Eldercare does not have any role in providing Dad and Partner Pay, which is administered and paid directly by the Australian Government. Employees wishing to apply for DaPP will need to discuss and agree on unpaid leave arrangements with the employer but in all cases the employer will grant 2 weeks unpaid leave.

33. PAYMENT OF ANNUAL INFLUENZA VACCINATION

The employer will arrange for a registered immuniser to come into the workplace to administer the vaccinations to any employee who wishes to take up the option. The immunizer will bulk-bill at no cost to employees.

34. PAYMENT OF WAGES

- (a) Wages will be paid fortnightly. Once a pay day is established, that pay day shall not be changed without consultation with employees and the giving of at least one months notice.
- (b) Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
- (c) Where there is a delay in the payment of wages beyond close of business on pay day and that delay results in an employee being charged fees or penalties by his or her nominated bank or financial institution, the employer will reimburse the employee for any such fees or penalties so charged. The onus will be on the employee to provide evidence of such charges or fees having been incurred as a result of the delay.
- (d) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages owing to an employee will be made to the employee by no later than the last day of the formal notice period.
- (e) the employer will not be held liable for anything outside the employer's control which results in a delay to the payment of wages.

35. PERSONAL LEAVE

The provisions of this clause apply to all employees other than casuals who are entitled to unpaid personal leave.

(a) Amount of Paid Personal Leave

(i) Paid personal leave is available to employees when they are absent:

- (1) due to personal illness or injury; or
- (2) for the purposes of providing care or support to an immediate family or household member who requires care or support because of: (i) a personal illness, or personal injury, affecting the member; or (ii) an unexpected emergency affecting the member.

(ii) A full-time employee is entitled to accrue in any one year, leave in excess of 114 hours in the case of those employees whose full-time hours are 38 per week (15 working days), provided that in the first year of service an employee will only be entitled to 9.5 hours for each completed month of service in the case of 38 hour week employees.

(b) Employee Must Give Notice

An employee must as soon as practicable inform the employer of their inability to attend for duty and the estimated duration of the absence.

(c) Accumulation of Personal Leave

If the full period of personal leave, as provided for in subclause (a)(ii) above is not taken in any year, the amount of untaken personal leave will accrue from year to year without limitation.

(d) Personal Leave and Infectious Diseases

In the event of an outbreak of gastroenteritis, where the employer is in total lockdown as determined by the Department of Health and an employee contracts gastroenteritis during this period the employee will be paid under the personal leave provisions with no reduction in personal leave days.

(e) Personal Leave during Annual Leave

An employee, who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of annual leave, will be given credit for the time so certified and the paid annual leave will be extended by the number of days that the employee has been so certified as unfit for duty.

(f) Personal Leave and Workers' Compensation

(i) An employee who falls sick by reason of his/her work will, subject to the recommendation of a medical practitioner, be paid wages not less than that prescribed by the *Workers Rehabilitation and Compensation Act 1988*.

(ii) An employee will not be entitled to paid leave of absence for any period that the employee is entitled to workers compensation.

(g) Personal Leave Year

A year for the purposes of this clause means 365 days' employment including rostered days off, holidays with pay, paid annual leave and paid personal leave.

(h) Personal Leave before or after Accrued Days Off

If an employee is absent on personal leave on the day immediately preceding or immediately following the accrued day off they will provide a medical certificate in support of such absence.

(i) Part-Time Employees

Part-time employees who are accruing a personal leave entitlement will have their personal leave entitlement calculated in the following manner:

114 (full-time equivalent entitlement) divided by 365 (calendar days per year) multiplied by 7 (days per week) divided by 38 (full-time equivalent weekly working hours) = 0.0575 hours personal leave entitlement for each hour worked.

In determining the amount of leave to which an employee is entitled at any time (other than leave which has been accumulated) the average hours worked per week in the preceding three months will be used, except that where an employee has less than three months' service, the period per week for which they were employed will be used.

(j) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(k) Personal Leave to Care for an Immediate Family or Household Member

An employee is entitled to use unlimited personal leave, including accrued leave, each year to provide care or support for members of their immediate family or household who have a personal illness or injury, 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.

(l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support for members of their immediate family or household who have a personal illness or injury, or who require care or support due to an unexpected emergency. The employer and the employee will 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 requirements of subclauses (b) above are met.

(i) Subject to the evidentiary and notice requirements casual employees are entitled to take unpaid leave if they need to provide care or support for members of their immediate family or household who have a personal illness or injury, or who require care or support due to an unexpected emergency, or the birth of a child.

(ii) The employer and the employee will agree on the period for which the employee will be entitled unpaid leave. In the absence of agreement, the employee is entitled to leave for up to two days on each occasion.

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

36. POLICE CHECKS

It is a requirement for employment and continued employment at Huon Eldercare that employees provide to the employer a copy of the employees current national police check. The employer will pay the cost of obtaining police checks and for renewals.

Where the employer is in the possession of an employee police check, that police check will not be provided to any third party without the employees express and written permission.

37. PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS

(a) The employer shall provide where necessary, suitable protective clothing for the employees. An employee who is pursuant to this subclause, supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.

- (b) 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.

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.

- (c) Compensation to the extent of the damage sustained shall be made where, in the course of the work, an employee's clothing is damaged.

38. REDUNDANCY PROVISIONS

- (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 17 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 employees 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 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 relevant 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:

- (1) Four (4) weeks pay in lieu of notice
- (2) Two (2) weeks pay for each year of service or part thereof, however in the event this results in less than the NES the NES will apply;
- (3) Full payment of all accrued annual leave entitlements including leave loading.
- (4) 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:

- (1) 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
- (2) any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
- (3) 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.

39. ROSTER

- (a) Employees required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday will work in accordance with a roster established in accordance with this clause – such an employee is a ‘rostered employee’ for the purpose of this Agreement.
- (b) Where a roster is established, 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.
- (c) (i) A roster established under this clause will be a rotating roster unless:
 - (1) the employer and all the employees to be affected agree to a non-rotating roster;
 - (2) the employer directs an employee(s) to work in accordance with a non-rotating roster.
- (ii) In circumstances where a non-rotating roster has been established in accordance with subparagraph (i)(1) above, the non-rotating roster will not be changed to a rotating roster unless the employer and the majority of employees affected agree.
- (d) A rostered employee who works part or all of their daily hours between 7.00pm and 6.00am will be paid a loading in accordance with clause 43 of this agreement
- (e) A roster established in accordance with this clause, whether rotating or non-rotating, 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.

Employees engaged to provide relief on accrued days off will, when providing relief, be regarded as rostered employees for all purposes of this Agreement (except additional annual leave). Rosters covering relief employees will not be required to rotate.

- (f) A rostered employee will work their eight hour day continuously - the hours will not be broken.

However, 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.

- (h)
 - (i) Where an employee working on a rotating roster is directed to work on a non-rotating roster against their express wishes, the employee will be paid 30 per cent more than their ordinary hourly rate for the whole period worked. The 30 per cent is in substitution for and not cumulative upon the shift loading.
 - (ii) Where an employee is directed to work a non-rotating roster, against their express wishes, on a work pattern where the work commences between the hours of 4.00pm and 6.00am the employee will be paid 30 per cent more than their ordinary hourly rate for the whole period so worked. The 30 percent is in substitution for and not cumulative upon the shift loading.

40. SALARY PACKAGING

- (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 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.

41. SATURDAY AND SUNDAY WORK – ROSTERED EMPLOYEES

(a) Saturday Work

Rostered employees for 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 shift penalties contained in this agreement..

(b) Sunday Work

Rostered employees for 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 shift penalties contained in this agreement.

- (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 shift penalty. 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.

42. SHIFT PENALTIES

- (a) Employees who work afternoon shifts will be paid a loading of 15% of their ordinary rate of pay for each shift so worked.
- (b) An afternoon shift is a shift which finishes between 19.00 and midnight.
- (c) Employees who work night shifts will be paid a loading of 17½% of their ordinary rate of pay for each shift so worked.
- (d) A night shift is a shift which finishes after midnight and no later than 07:00.
- (e) The shift penalties set out in this clause do not apply to ordinary hours of work performed on Saturdays, Sundays or public holidays, payment for which is set out in clause 41.

43. SLEEP OVER PROVISION

The Employer will not introduce sleepovers during the life of this Agreement.

44. 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).

45. UNIFORMS

- (a) Employees, other than Executive Staff, shall be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms or by mutual agreement be paid an allowance of \$8.56 per week as an allowance not subject to loading or penalty addition, for each week or part thereof on paid employment including periods of approved annual leave.
- (b) An employee, on leaving the service of an employer, shall return any uniform or part thereof provided by that employer which is still in use by him/her immediately prior to leaving.
- (b) Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$.54 per shift or part thereof on duty or \$3.21 per week, whichever is the lesser amount.

46. UNION DELEGATES RIGHTS

- (a) Union delegates or elected workplace representatives, with approval of the Employer and upon application in writing, shall be granted up to a combined total of two days leave with pay each calendar year, non cumulative, to:
- Represent members in bargaining;
 - Represent the interests of members to the Employer and at times industrial tribunals;
 - Consult with union members and other employees for whom the delegate is a bargaining representative;
 - Attend union education;
 - 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) It is recognised that union training leave is paid. In addition to union training leave, the Employee may elect to utilise other forms of leave in accordance with such leave provisions i.e. annual leave, ADOs, TOIL etc.
- (c) Any request for leave to attend union training, the Employee must submit their request in writing with 14 days notice prior to the commencement of the Union training to the Employer. Approval of the leave request shall be on the basis that the Employer agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.
- (d) The granting of any 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) 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.
- (g) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute resolution procedures of this Agreement.

47. WAGE INCREASES

During the life of this Agreement wage rates will be adjusted by 3.0%, or the annual minimum wage increase awarded by the Fair Work Commission, whichever is the greater, from —

- (a) the first full pay period commencing on or after 1 July 2014;
- (b) the first full pay period commencing on or after 1 July 2015;
- (c) the first full pay period commencing on or after 1 July 2016

48. FUTURE NEGOTIATIONS

- (a) The employer agrees to commence negotiations with the Health Services Union and the Australian Nursing and Midwifery Federation for a new collective agreement to succeed this agreement at least 6 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (b) Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the agreement, the employer will negotiate in good faith with the Health Services Union and the Australian Nursing and Midwifery Federation.
- (c) Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees.

DECLARATION AND SIGNATORIES

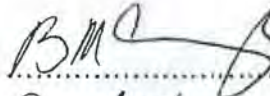
Declaration

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

Signed for on behalf of the parties:

Barry Lange
Chief Executive Officer
Huon Eldercare Inc.
Tasmania


.....
3rd November 2015
.....
Date

Witnessed by (Signature)


.....

Witness Name in full (printed)

.....
Trevor Wells
.....

.....
3rd Nov 2015
.....
Date

Tim Jacobson
Secretary
Health Services Union


.....
2/11/15
.....
Date

Witnessed by (Signature)


.....

Witness Name in full (printed)

.....
James COXINGTON
.....

Witness Address

.....
11 CLARE ST
.....

.....
NEW TOWN
.....


.....
TAS
.....

Date 2/11/15

Neroli Ellis
Branch Secretary
Australian Nursing and Midwifery Federation.....
(Tasmanian Branch)


.....
28 October 2015
Date

Witnessed by (Signature)


.....

Witness Name in full (printed)

Jessica Louise Baldwin

Witness Address

C/- 182 Macquarie Street

Hobart Tas 7000

28 October 2015

Date

FOR THE EMPLOYER

This agreement is signed by Mr. Barry Lange in his capacity as Chief Executive Officer at Huon Eldercare Inc.

Mr. Lange's address is:

3278 Huon Highway
FRANKLIN TAS. 7113

As the Chief Executive Officer of Huon Eldercare Inc., Barry Lange has the authority to sign the Agreement on behalf of the employer.

FOR THE UNIONS

This agreement is signed by Tim Jacobson in his capacity as the Secretary of the Health Services Union.

Mr. Jacobson's work address is:

11 Clare Street
NEW TOWN TAS. 7008

As the Secretary of the Health Services Union, Mr. Jacobson has the Authority to sign the Agreement on behalf of employees who are members of the Health Services Union and are employed pursuant to this Agreement.

This agreement is signed by Neroli Ellis in her capacity of branch secretary of the Australian Nursing and Midwifery Federation, Tasmanian Branch.

Ms Ellis's work address is:

182 Macquarie Street
HOBART TAS. 7000

Schedule A – Classifications

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	Food services
General clerk Laundry hand Cleaner Assistant gardener	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	Food services assistant	Personal care worker grade 1

General and administrative services	Food services	Personal care
Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)		

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) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Cook	Personal care worker grade 2 Recreational/Lifestyle activities officer (unqualified)

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 receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior cook (trade)	Personal care worker grade 3

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
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor	Personal care worker grade 5

Schedule B - Wage Rates

NOTE: Wages rates tables calculated on the basis of 3% increase – if FWC award a greater than 3% increase in 2016 then that rate is to apply and the rate in the table is to be ignored.

	General Staff Agreement/Aged Care Award Classification	July 2014 rate change	Base Hourly rate (Transitioned after NAT Wage Case) at July 2014	Weekly Rate at July 2014	July 2015 rate change	Base Hourly rate at July 2015	Weekly Rate at July 2015	July 2016 rate change	Base Hourly rate at July 2016	Weekly Rate at July 2016	July 2017 rate change	Base Hourly rate at July 2017	Weekly Rate at July 2017
ECA	Aged Care Employee Level 2 - Personal Care Worker Grade 1	3.00%	\$ 18.6737	709.60	3.00%	19.2339	730.89	3.00%	19.8109	752.81	3.00%	20.4052	775.40
	Aged Care Employee Level 3 - Personal Care Worker Grade 2 LESS THAN 12 MONTHS EXPERIENCE	3.00%	\$ 19.4105	737.60	3.00%	19.9928	759.73	3.00%	20.5926	782.52	3.00%	21.2104	806.00
	Aged Care Employee Level 3 - Personal Care Worker Grade 2 (no Cert III) MORE THAN 12 MONTHS EXPERIENCE	3.00%	\$ 19.4105	737.60	3.00%	19.9928	759.73	3.00%	20.5926	782.52	3.00%	21.2104	806.00
	Aged Care Employee Level 4 - Personal Care Worker Grade 3 (with Cert III)	3.00%	\$ 19.6368	746.20	3.00%	20.2259	768.59	3.00%	20.8327	791.64	3.00%	21.4577	815.39
	Aged Care Employee Level 5 - Personal Care Worker Grade 4	3.00%	\$ 20.3000	771.40	3.00%	20.9090	794.54	3.00%	21.5363	818.38	3.00%	22.1824	842.93
	Aged Care Employee Level 6	3.00%	\$ 21.3947	813.00	3.00%	22.0366	837.39	3.00%	22.6977	862.51	3.00%	23.3786	888.39
SERVICE	Aged care Employee Level 2	3.00%	\$ 18.6737	709.60	3.00%	19.2339	730.89	3.00%	19.8109	752.81	3.00%	20.4052	775.40
	Aged care Employee Level 3	3.00%	\$ 19.4105	737.60	3.00%	19.9928	759.73	3.00%	20.5926	782.52	3.00%	21.2104	806.00
	Aged Care Employee Level 4	3.00%	\$ 19.6707	747.49	3.00%	20.2608	769.91	3.00%	20.8686	793.01	3.00%	21.4947	816.80
	Aged Care Employee level 5	3.00%	\$ 21.1425	803.42	3.00%	21.7768	827.52	3.00%	22.4301	852.34	3.00%	23.1030	877.91
	Aged Care Employee level 6	3.00%	\$ 21.3947	813.00	3.00%	22.0366	837.39	3.00%	22.6977	862.51	3.00%	23.3786	888.39
	Aged Care Employee level 7	3.00%	\$ 21.9782	835.17	3.00%	22.6375	860.23	3.00%	23.3167	886.03	3.00%	24.0162	912.61
ADMIN	Aged Care Employee Level 4 (3a)	3.00%	\$ 20.1889	767.18	3.00%	20.7946	790.19	3.00%	21.4184	813.90	3.00%	22.0610	838.32
	Aged Care Employee Level 4 (3b)	3.00%	\$ 20.4073	775.48	3.00%	21.0195	798.74	3.00%	21.6501	822.70	3.00%	22.2996	847.39
	Aged Care Employee Level 5	3.00%	\$ 20.8958	794.04	3.00%	21.5227	817.86	3.00%	22.1684	842.40	3.00%	22.8334	867.67
	Aged Care Employee Level 6	3.00%	\$ 21.3947	813.00	3.00%	\$ 22.0366	837.39	3.00%	22.6977	862.51	3.00%	23.3786	888.39