



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**South Eastern Nursing and Home Care Association Inc T/A South Eastern
Community Care**
(AG2017/690)

SOUTH EASTERN COMMUNITY CARE NURSES ENTERPRISE AGREEMENT 2017

Tasmania

COMMISSIONER GREGORY

MELBOURNE, 3 APRIL 2017

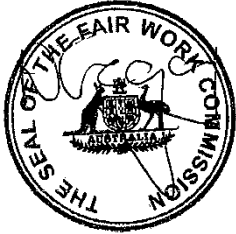
Application for approval of the South Eastern Community Care Nurses Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *South Eastern Community Care Nurses Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by South Eastern Nursing and Home Care Association Inc T/A South Eastern Community Care. The Agreement is a single enterprise agreement.

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

[3] The Australian Nursing and Midwifery Federation, Tasmanian Branch being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 April 2017. The nominal expiry date of the Agreement is 31 July 2019.



COMMISSIONER

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SOUTH EASTERN COMMUNITY CARE
NURSES ENTERPRISE AGREEMENT 2017



Contents

1	TITLE	4
2	COMMENCEMENT DATE AND PERIOD OF OPERATION	4
3	APPLICATION	4
4	PARTIES BOUND	4
5	SUPERSESSION AND SEVERANCE	4
6	FLEXIBILITY ARRANGEMENTS.....	5
7	DEFINITIONS.....	6
8	CONTRACT OF EMPLOYMENT	6
9	CAUSAL EMPLOYEES.....	7
10	PART-TIME EMPLOYEES	9
11	THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH	9
12	HOURS OF WORK - DAY WORKERS	10
13	SHIFT WORK	10
14	CLASSIFICATIONS.....	11
15	SALARY INCREASES.....	12
16	SALARIES.....	12
17	SUPERANNUATION.....	12
18	SALARY PACKAGING AND SALARY SACRIFICE.....	13
19	ALLOWANCES	15
20	PAYMENT OF WAGES	16
21	MEAL BREAKS.....	17
22	OVERTIME	17
23	ON-CALL ARRANGEMENTS.....	18
24	ANNUAL LEAVE.....	19
25	PERSONAL LEAVE	20
26	COMPASSIONATE LEAVE	22
27	PARENTAL LEAVE.....	22
28	COMMUNITY SERVICES LEAVE	22

29	JURY DUTY LEAVE	23
30	LONG SERVICE LEAVE	24
31	PUBLIC HOLIDAYS.....	24
32	CULTURAL LEAVE.....	25
33	EMERGENCY LEAVE	25
34	TRAVEL EXPENSE REIMBURSEMENTS	26
35	PROFESSIONAL DEVELOPMENT	27
36	UNIFORMS.....	27
37	RATIONALISATION OF SERVICES	27
38	CONSULTATION REGARDING CHANGE	27
39	REDUNDANCY.....	29
40	GRIEVANCE AND DISPUTE RESOLUTION	31
41	UNION DELEGATE RIGHTS.....	31
42	NOTICE BOARD.....	33
43	NO EXTRA CLAIMS.....	33
44	NO PRECEDENT	33
	SCHEDULE 1 - SALARIES.....	34
	DECLARATION AND SIGNATORIES.....	35

1 TITLE

This Agreement shall be known as the South Eastern Community Care Nurses Enterprise Agreement 2017.

2 COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the first full pay period seven days following receipt of the approval notice issued by the Fair Work Commission.

The Agreement has a nominal expiry date of 31 July 2019 unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Act.

The parties agree that discussions shall commence for a new agreement no later than 6 months prior to the nominal expiry date of the agreement.

3 APPLICATION

This Agreement covers the wages and conditions of nursing staff employed by South Eastern Community Care.

4 PARTIES BOUND

This Agreement is binding on -

- (1) The Australian Nursing and Midwifery Federation, Tasmanian Branch, its officers and members;
- (2) South Eastern Community Care hereinafter called 'the Employer'; and
- (3) All nursing staff employed by the Employer in positions classified in this Agreement.

5 SUPERSESION AND SEVERANCE

- (1) 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 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.
- (2) It is the intention of those covered by the Agreement that the Agreement contains only matters permitted under the Fair Work Act 2009. It is also the intention of those covered by the Agreement that the Agreement contains no matters that are unlawful.
 - (a) 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.
 - (b) Any term of this Agreement that is, in whole, or in part, an unlawful term is, to extent it is an unlawful term, severed from this Agreement and of no legal effect.

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- (c) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted manners.

6 FLEXIBILITY ARRANGEMENTS

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employers must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing – at any time.

7 DEFINITIONS

Full-time employee means someone engaged to work for the full weekly ordinary hours as prescribed in this Agreement.

Immediate family member as defined in this Agreement is to be read in conjunction with the Relationships Act 2003 and the Fair Work Act 2009 or as amended and if there is an inconsistency between this Agreement and those Acts, the Acts will prevail to the extent of the inconsistency.

Relevant rate means the salary for an employee's classification as specified in Schedule 1 to the Agreement and as varied in accordance with the salary increases specified in this Agreement.

Relevant hourly rate means the relevant rate, as defined, divided by 52 and then divided by 38.

Roster means a written roster setting out the names of employees required to work in accordance with the roster, and the days, times, and hours when each rostered employee is required to work.

Years of service means 1976 ordinary hours worked, and includes paid public holidays, annual leave and personal leave.

8 CONTRACT OF EMPLOYMENT

- (1) Employment of full-time and part-time employees is to be by the fortnight.
- (2) Employees, other than casual employees, are entitled to be paid in respect of any week at their relevant rate as specified in this Agreement if-
 - (a) due to the act, default or order of their Employer they do not work for their full number of ordinary hours; and
 - (b) they are ready, willing and available to work their full number of ordinary hours in that week.

PROVIDED THAT by the agreement between the Employer and an employee, the employee may work a reduced number of hours in a week without pay for the reduction in hours.

- (3) Employment may be terminated by the employee giving two weeks' notice. If the employee fails to give the required notice, the employer may withhold payment for any period short of two weeks from the employee (provided that the withholding is in accordance with the requirements of the Fair Work Act).
- (4) Employment may be terminated by the Employer giving an employee minimum period of notice as follows -

Employee's period of continuous service	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

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- (5) The minimum period of notice by the Employer provided in sub-clause (4) is to be increased by one week if the employee is over forty-five years of age at the time of termination of employment and has completed two or more years of continuous service with the Employer.
 - (6) The period of notice in sub-clauses (4) and (5) does not apply where –
 - (a) an employee has been paid compensation equal to or greater than the amounts that would have become payable if the employee's employment had continued until the required period of notice; or
 - (b) the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Employer to continue the employment of the employee concerned during the period notice.
 - (7) Where disciplinary action may be necessary, the Employer shall notify the Employee of the issues in writing and the employee will be given an opportunity to respond, and
 - (a) in the event that the employee's response is unsatisfactory, a first written warning may be issued to that employee and recorded on the employee's personnel file. In exceptional circumstances, if the actions leading to disciplinary action are serious but not to the extent that warrants summary dismissal, a first and final warning may be given;
 - (b) if the problem continues, the employee will again be notified in writing of the matter and a response requested. If appropriate, a second written warning will be issued to the employee and recorded on the employee's personnel file;
 - (c) in the event that the problem continues, the employee will again be notified of the matter in writing and a response requested. If appropriate a final written warning will be issued to the employee and recorded on the employee's personnel file; and
 - (d) if the problem still continues the employee may be terminated after the matters have been investigated and reasons sought from the employee.
 - (8) During all stages of a disciplinary procedure an employee has the right to representation of his or her choice.
 - (9) Summary dismissal of an employee may still occur for acts of 'serious misconduct' as defined in the Fair Work Act 2009 or as amended.
 - (10) If an employee has a warning in place for more than twelve months then that employee has the right to seek a review of the warning to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of his or her choice.

9 CASUAL EMPLOYEES

- (1) A casual employee is an employee engaged as such on an hourly basis.
- (2) A casual employee's engagement is by the hour.

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- (3) Notwithstanding (2) above, if required to attend for work, a casual employee must be provided with a minimum of two hours work for each engagement or to be paid for a minimum of two hours for each engagement.
 - (4) Unless a casual employee otherwise agrees, the Employer shall provide twenty four (24) hours' notice of the cancellation of a scheduled work engagement or
 - (a) pay the employee at the ordinary rate for the period of the cancelled engagement; and
 - (b) upon provision of receipts, reimburse the employee for any costs of registered commercial child care incurred for the equivalent duration of the cancelled engagement.
 - (5) The rate of pay for ordinary hours of work is the relevant rate for the employee's classification, plus a casual loading of 25% for annual leave, personal leave and public holidays.
 - (6) Casual employees must not be placed on a roster for period in excess of eight weeks unless engaged to temporarily cover the absence of a full-time or part-time employee.

Conversion of casual employees

- (7) A casual employee who has been rostered on a regular and systematic basis over a continuous period of 26 weeks has the right to request conversion to ongoing (full-time or part-time) employment. An employee who does not make a request within four week of the right to request falling due is deemed not to have elected to request to convert.
- (8) The new contracts would generally be on the basis of the same number of hours as previously worked: however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the Employer and the employee.
- (9) The Employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such request.
- (10) Clause 9(7) does not apply if the regular and systematic hours were worked:
 - as a direct result of employee being absent on leave, for example, annual leave, long service leave, parental leave, workers compensation; or
 - due to a temporary increase in hours only due, for example, to the specific needs of a client.

10 PART-TIME EMPLOYEES

- (1) For the purposes of this clause and this Agreement, **part-time employee** means someone, other than a casual employee, engaged to work on days and for periods in accordance with a roster, determined four weeks in advance, for fewer hours than a full-time employee.
- (2) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- (3) Part-time employees shall be provided with a minimum of two continuous hours' work, or alternatively, paid for a minimum of two hours on each occasion they are required to attend work.

PROVIDED THAT where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between an employee and the Employer.

- (4) Part-time employees are entitled to paid annual leave, personal leave and public holidays at the relevant rate.
- (5) Subject to clause 10(6), the rate of pay for ordinary hours of work for part-time employees is the relevant hourly rate.
- (6) Unless a part-time employee otherwise agrees, the Employer shall provide twenty four (24) hours notice of the cancellation of a scheduled work engagement that is in excess of the employee's contracted hours, or
 - (a) pay the employee at the ordinary rate for the period of the cancelled engagement; and
 - (b) upon provision of receipts, reimburse the employee for any costs of registered commercial child care incurred for the equivalent duration of the cancelled engagement.

11 THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH

- (1) The Employer will endeavour to implement for full-time employees a 'nineteen day month' working in arrangement whereby the employees receive one paid day off in every consecutive period of four working weeks, as a consequence of working equivalent additional hours.
- (2) Days of paid absence on public holidays and compassionate leave count toward payment of the accrued day off.

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- (3) For any absences on leave without pay, there will be a reduction of 24 minutes in the payment for the accrued day off in respect of each such day of absence.
 - (4) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.
 - (5) In the calculation of wages for overtime and work performed on Saturdays, Sundays and public holidays the hourly rate shall be calculated at the relevant hourly rate.

12 HOURS OF WORK - DAY WORKERS

- (1) This clause applies to Day Workers only.
- (2) The ordinary hours of work for full-time employees are thirty-eight hours per week.
- (3) The ordinary hours of work specified in (2) above, are to be worked over five days, Monday to Friday in (except for meal breaks) continuous periods of up to eight hours per day between the spread of hours from 7:00am to 7:00pm.

PROVIDED THAT ordinary hours may not exceed 10 hours per day Monday to Friday, and maximum hours worked over a 28 day period do not exceed 152 hours.

13 SHIFT WORK

- (1) This clause applies to Shift Workers only.
- (2) A Shift Worker is an employee who is regularly rostered to work outside the span of hours a Day Workers specified in clause 12(3)
- (3) The ordinary hours of work for a full-time employee will be 76 hours per fortnight.
- (4) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (5) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (6) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 17.5% of their ordinary rate of pay.
- (7) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12:00 noon and completes those hours at or before 6:00pm on that day.

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- (8) For the purposes of this clause:
- (a) **Afternoon shift** means any shift commencing not earlier than 12:00 noon and finishing after 6:00pm on the same day; and
 - (b) **Night shift** means any shift commencing on or after 6:00pm and finishing before 7:30am on the following day.
- (9) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturdays, Sundays or public holidays where the extra payment prescribed by clause 13(10) applies.
- (10) Where an employee is rostered to work ordinary hours:
- (a) between midnight Friday and midnight Saturday - the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period
 - (b) between midnight Saturday and midnight Sunday - the employee will be paid a loading of 100% of their ordinary rate of pay for the hours worked during this period
 - (c) on a Public Holiday - the employee will be paid a loading of 100% of their ordinary rate of pay for the hours worked during this period
- (11) The provisions of this clause will not apply to a Registered Nurse - Level 3.

14 CLASSIFICATIONS

- (1) **Enrolled Nurse - Grade 1** means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010* or as amended.
- (2) **Enrolled Nurse - Grade 2 medication-endorsed** means an enrolled nurse able to administer medications by the Nursing and Midwifery Board of Australia and who is required by the Employer to so administer medications.
- (3) **Registered Nurse** means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010* or as amended.
- (4) **Registered Nurse - Community Health/Domiciliary** means a registered Nurse employed in this setting who is not otherwise classified.
- (5) **Registered Nurse - Level 3** means a registered nurse who is engaged as such, and may be referred to as Clinical Nurse Manager.

15 SALARY INCREASES

- (1) The salaries set out in the first column of Schedule 1 to this Agreement will be increased by:
 - 3.0% from the first full pay period to commence on or after 1 March 2017
 - 2.75% from the first full pay period to commence on or after 1 March 2018
 - 2.75% from the first full pay period to commence on or after 1 March 2019.
- (2) If the percentage wage increase awarded by the Fair Work Commission in its annual wage review for the 2018-2019 financial year is higher than 2.75%, the salaries effective from the first full pay period on or after 1 March 2017 will increase from the first full pay period on or after 1 March 2018 by the same percentage increase as awarded by the Fair Work Commission in that annual wage review.
- (3) If the percentage wage increase awarded by the Fair Work Commission in its annual wage review for the 2019-2020 financial year is higher than 2.75%, the salaries effective from the first full pay period on or after 1 March 2018 will increase from the first full pay period on or after 1 March 2019 by the same percentage increase as awarded by the Fair Work Commission in that annual wage review.

16 SALARIES

An employee engaged or promoted to a position within a classification prescribed in this Agreement shall be paid, subject to years of service in that classification, at the rate of salary relevant to that classification (relevant rate) as set out in Schedule 1 of this Agreement, subject to subclauses 15(2) and 15(3).

17 SUPERANNUATION

- (1) The subject of superannuation is covered by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* or as amended. This legislation governs the rights and obligations of the parties including Employers and their employees.
- (2) In accordance with the superannuation legislation the Employers will make all superannuation contributions on a monthly basis to the named fund and for this purpose the named fund is HESTA Superannuation Fund.
- (3) Upon commencement of their employment the Employer will provide employees with the Product Disclosure Statement for the HESTA Superannuation Fund.
- (4) Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.

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- (5) A superannuation Guarantee (SG) contribution calculated in accordance with superannuation legislation will be paid monthly to the HESTA Superannuation Fund on behalf of employees. Where an employee participates in salary packaging and/or salary sacrifice arrangements, the SG contribution will be calculated as if those arrangements did not exist.
 - (6) An employee may make additional voluntary contributions by way of deductions from (after-tax) salary to a specified complying superannuation fund. On receiving written authorisation to make such deductions from after-tax salary together with the required documentation including a certificate that the fund to which the voluntary contribution are to be made is a complying fund, the Employers will commence making the authorised deductions for payments into the specified fund.

18 SALARY PACKAGING AND SALARY SACRIFICE

- (1) Employees' rate of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the Employer's salary packaging program and in accordance with the relevant legislation, and employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
 - (2) In respect of employees who have elected to enter into a salary packaging arrangement and any overtime must be calculated on the salary level which would have applied if the employee was not in the salary packaging scheme.
 - (3) Non-salary packaged benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on workers compensation, annual or other leave with pay, including long service leave.
 - (4) If an employee on a salary packaging arrangement goes on workers compensation, the employee will receive not less than the entitlements which would have applied if the employee was not in the salary packaging scheme.
 - (5) If an employee who has entered into a salary packaging arrangement ceases employment with the Employer the salary packaging arrangement will cease on the date employment ceases and -
 - (a) all entitlements due to the employee on termination will be paid at the employee's relevant rate; and
 - (b) any outstanding fringe benefits tax or salary packaging benefit held by the Employer, or the Employer's salary packaging agent, on behalf of the employee and due to the employee, will be paid less any necessary tax deduction.
 - (6) If an employee has entered into a salary packaging arrangement, superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* must be calculated at the employee's relevant rate.
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- (7) If an employee has entered into a salary packaging arrangement, annual leave loading entitlements must be calculated at the employee's relevant rate.
- (8) An employee who has entered into a salary packaging agreement will be given the opportunity to review such agreement annually, and to amend or withdraw from such agreement.
- (9) The Employer will advise each employee in writing -
- (a) that an employee's participation in salary packaging is optional and entirely voluntary;
 - (b) of the employee's classification level and relevant rate;
 - (c) that the employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;
 - (d) that the employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it;
 - (e) of the right of the employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the employee must be provided with a print-out of the relevant information;
 - (f) that where at the end of the Fringe Benefits Tax year (end of March) the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
 - (g) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the Employer for reasons other than legislative requirements, then the Employer must give two months notice; and
 - (h) that in the event the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employees' wages will revert to their respective relevant rates as specified in this Agreement.
- (10) Salary Packaging arrangements shall be entered into only in accordance with this clause.
- (11) By agreement with the Employer, an employee may sacrifice an amount of salary which would otherwise be payable in accordance with this Agreement, and have that sacrificed amount contributed to the HESTA Superannuation Fund.
- (12) Where applicable, the provisions of this clause shall apply to salary sacrifice arrangement.

19 ALLOWANCES

Higher duties and in-charge

- (1) An employee who, for a period of four or more working days in a fortnight/pay period performs the duties of a position higher than those of the employee's normal position, shall be paid the relevant rate prescribed for the higher position for all time so worked.
- (2) A registered Nurse - Community Health/Domiciliary who, for more than half a day is required to assume charge of a unit where a Level 3 nurse is normally employed, shall be paid \$26.00 for each day so worked for the life of the Agreement.

Post graduate qualification

- (3) An enrolled nurse or registered nurse who hold post graduate qualifications shall be paid an allowance, in addition to salary, as follows -
 - (a) for a post graduate certificate - 4% of the relevant hourly rate of pay
 - (b) for a post graduate diploma or a degree other than a nursing under graduate degree - 6.5% of the relevant hourly rate of pay; and
 - (c) only in the case of a registered nurse, for a masters or a doctorate - 7.5% of that relevant hourly rate of payPROVIDED THAT an employee is entitled to payment of only one qualification allowance.
PROVIDED FURTHER THAT payment of an allowance under this sub-clause is dependent upon the qualification being relevant to the employee's current area of practice, and that the qualification is used in the performance of the employee's work.
- (4) A post graduate qualification allowance paid in accordance with sub-clause (3) shall be taken into account in calculating overtime and annual leave payments.

Preceptor

- (5) An Enrolled Nurse or a Registered Nurse - Community Health/Domiciliary who is appointed to act as a preceptor shall be paid an allowance of \$14.42 per shift.

Meal

- (6) Where:
 - (a) An employee is required to travel 16km from headquarters; and
 - (b) At the time of scheduled break the employee is at least 16km from headquarters; and
 - (c) Due to circumstances that are not reasonably foreseeable, and despite taking reasonable steps, the employee is not able to take a meal break within 30 minutes of the scheduled break;
 - (d) The employee has completed at least 5 hours work;
 - (e) The employee has no reasonable alternative other than to purchase their lunch;on provision of receipts, the employee is entitled to be reimbursed up to \$13.67.

Increases to Allowances

- (7) With the exception of 19(2), In-Charge Allowance, allowances shall increase annually by the same percentages set out in clause 15.

20 PAYMENT OF WAGES

- (1) For the purpose of this clause, 'wages' means the relevant rate for ordinary working hours worked to which an employee is entitled and includes any other payment to which an employee is entitled under the provisions of this Agreement including allowances, loadings and overtime.
- (2) Wages are to be paid fortnightly during working hours and not later than Thursday.
- (3) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- (4) The present pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.
- (5) Payment of wages shall be by direct deposit to a bank of financial institution or by some other method determined by the Employer, provided that employees shall nominate into which bank or financial institution their wages are to be paid.
- (6) The present method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.
- (7) Each employee will receive a payslip each fortnight which, in addition to requirements of the Fair Work Regulations will detail the annual leave balance where applicable, and the long service leave balance if the employee has more than 10 years continuous employment.
- (8) Where authorised by an employee in writing, the Employers is to make deductions from the employee's wages in respect of superannuation and salary packaging.
- (9) Where on termination of employment an employee owes any money to the Employer, including un-recovered overpaid wages, the Employer is entitled to deduct such owed money from the employee's final pay provided the deduction is in accordance with the Fair Work Act.
- (10) Except in circumstances beyond the control of the Employer, and subject to sub-clauses (9) and (12), an employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work or at employment termination date, is to be paid the relevant overtime rate after that quarter of an hour, within a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.

PROVIDED THAT any period of waiting time shall not commence until the time that the employee notifies the Employer that payment of wages has not been made.

(11) Payment at the relevant overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

(12) The provisions for payment of waiting time of (10) and (11) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and employee agree to an alternative arrangement for payment to be made.

PROVIDED THAT if the Employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub-clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of (10) and (11) above until such time as the employee's wages are paid.

(13) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.

(14) If payment at the time of termination is not practicable the Employer shall, on the next working day of the pay office arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account.

21 MEAL BREAKS

(1) The minimum time allowed for meals shall be half an hour.

Meal break when required to work overtime

(2) Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for as the relevant rate.

PROVIDED THAT the Employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

22 OVERTIME

(1) Subject to sub-clause (2) below the Employer may require an employee to work reasonable overtime at the overtime rates specified in the Agreement.

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- (2) An employee may refuse to work overtime if it would result in the employee's working hours being unreasonable having regard to:
- (a) any risk to the employee's health and safety;
 - (b) the employee's personal circumstances including family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (3) Overtime is not to be worked without the prior approval of the Employer.
- (4) For all time worked in excess of ordinary hours of work, payment is to be made as follows-
- (a) Monday to Saturday inclusive - time and a half for the first two hours and double time thereafter;
 - (b) Sunday - double time; and
 - (c) Public holidays - double time and one half.
- PROVIDED THAT for work on a public holiday, a casual employee shall be paid at the rate of 1.75 times of the relevant rate.
- (5) The number of hours to be paid for work performed on a Saturday, Sunday, public holiday or by separate engagement on Mondays to Fridays outside the spread of hours, shall be paid at the relevant rate of pay for a minimum of -
- (a) 2 hours where notice of the engagement is given prior to 6:00pm on the previous day; and
 - (b) 4 hours where such notice was not given.
- (6) Overtime rates apply to the exclusion of any penalty rate of shift rate.
- (7) For casual employees receiving a loading as per Clause 9 (5), payment for overtime is to be calculated by reference to the relevant hourly rate.
- (8) By agreement between the Employer and an employee, time of in lieu of overtime may be taken at the equivalent overtime rate specified in (4) above.

PROVIDED THAT that such an agreement may be discontinued at the request of either the Employer or the employee.

23 ON-CALL ARRANGEMENTS

- (1) An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant hourly rate, as follows:
- (a) for the first recall a minimum payment of four hours; and

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- (b) for any subsequent recall a minimum payment of three hours.
 - (2) Time reasonably spent in getting to and from work is to be regarded as time worked.
 - (3) Employees called to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.
 - (4) An employee who is required to be available to give advice by telephone in relation to a service operated by the Employer shall be provided with a mobile telephone for the duration of the required availability and paid an allowance as follows -

<u>Required Availability</u>	<u>Allowance Payable</u>
1 hour to less than 8 hours	\$5.00 per hour
8 to 24 hours	\$50.00 per period

PROVIDED THAT, by agreement between an employee and the Employer, the employee may waive the entitlement to this allowance in lieu of other negotiated benefits.

24 ANNUAL LEAVE

- (1) For each year of service with the Employer, a full time employee is entitled to be paid annual leave as follows:
 - (a) For Day Workers - 152 hours; or
 - (b) For Shift Workers - 190 hours.
- (2) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (3) Part-time employees are entitled pro-rata to the 152 hours annual leave entitlements of full-time employees based on the ordinary hours worked (including any paid leave) by a part-time employee relative to full-time employees. The entitlement shall accrue at the rate of:
 - (a) For Day Workers - 0.076923 hours for each hour; or
 - (b) For Shift Workers - 0.0961538 hours for each hour.
- (4) Notwithstanding subclauses (1) and (3) above, day worker employees are entitled to 4 weeks of annual leave and shift worker employees are entitled to 5 weeks of annual leave.
- (5) The Employer may require an employee to take a period of paid annual leave if the employee's accrual is in excess of 8 weeks.
- (6) Annual leave taken shall be exclusive of public holidays.

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- (7) Annual leave is to be granted and taken in one consecutive period, or any combination of periods agreed between the Employer and employee.
- (8) If an employee's employment comes to an end in accordance with the provisions of this agreement, the employee is to be paid pro-rata annual leave at the relevant rate and the loading specified in subclause (8) of this clause.
- (9) For any period of annual leave an employee is to be paid a loading of 17.5% of the employee's normal salary plus, where applicable, any higher duty allowance or all purpose payment payable to employee concerned. Or in the case of a shiftworker, the loading paid shall be higher of (1) 17.5% of the employee's normal salary or (2) the projected shift penalties which would have applied to the employee had they worked the period of annual leave.
- (10) For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.
- (11) 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 paid annual leave shall be given credit for the time so certified and the paid annual leave is to be extended by the number of days that the employee has been certified as unfit for duty.
- (12) If the period during which an employee takes paid annual leave includes a period of personal leave, compassionate leave, parental leave or community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

25 PERSONAL LEAVE

- (1) The provisions of this clause apply to employees, other than casual employees, who are entitled to paid personal leave absences from work due to –
- (a) Personal illness or injury (sick leave); or
 - (b) Caring or supporting an immediate family or household member (carer's leave) 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.

Amount of personal leave

- (2) A full-time employee is entitled to 152 hours referenced to a thirty-eight hour week of personal leave, per annum.
- (3) Part-time employees accrue personal leave on a pro rata basis. Specifically personal leave shall accrue on all ordinary hours worked at the rate of 0.076923 hours for each hour worked.

- (4) Untaken personal leave accumulates from year to year without limitation.

Sick Leave

- (5) An employee who is absent from work because of personal illness, or personal injury, is entitled to paid sick leave at the employee's relevant rate exclusive of weekend loadings or overtime subject to the following.:
- (a) Employees are not entitled to paid sick leave for any period of absence in respect of which they are entitled to workers compensation;
 - (b) The employee must as soon as practicable (which may be a time after the leave has started), give the employer notice of the taking of sick leave and advise the employer of the expected duration of the period of leave.
 - (c) If required by the employer, the employee, after having given notice in accordance with subclause (b), must give the employer evidence that would satisfy a reasonable person that the leave was taken for the purpose claimed.
- (6) If an employee is absent on sick leave on the day immediately before or after a weekend or a week day not scheduled for work, the employee may be required to provide a certificate from a registered Medicare provider or a statutory declaration in support of the absence.

Carer's leave

- (7) The notice and evidence provisions of subclauses 5(b) and (c) of this clause apply equally to the taking of carer's leave.
- (8) Subject to the notice and evidence provisions of subclauses 5(b) and (c) of this clause an employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member;
 - or
 - (b) an unexpected emergency affecting the member.

Provided that an employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

26 COMPASSIONATE LEAVE

- (1) An employee, is entitled to take up to three days' paid compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (2) The Employer may require the employee to provide some form of evidence of the death or serious illness of the immediate family or household member.

27 PARENTAL LEAVE

Entitlement to Unpaid Parental Leave

- (1) Parental leave (birth related and adoption related leave) will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 - Parental Leave and Related Entitlements).

Paid Parental Leave

- (2) An employee is eligible for paid parental leave if they have completed 12 months continuous service and they are eligible to claim unpaid parental leave in accordance with subclause (1) above.
- (3) An eligible female employee is entitled to be paid fourteen weeks maternity /adoption leave at the relevant rate.
- (4) An eligible male employee or non-primary care giver of the child is entitled to one week or paid paternity/adoption leave at the relevant rate.

In addition to the Employer paid parental leave entitlements within this agreement, employees may be eligible for the Commonwealth Governments Paid Parental Leave (PPL) Scheme, however varied, from 1 January 2011.

28 COMMUNITY SERVICES LEAVE

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

- (1) An employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency

management activity during normal working hours is entitled to unpaid leave on application to the Employer.

- (2) Community Service Leave arrangements apply in respect to employees who are registered volunteers with the following emergency service organisations:
- Tasmania Fire Service;
 - Tasmanian Ambulance Service;
 - State Emergency Service; and
 - Other emergency service consistent with the NES definition.
- (3) 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.
- (4) 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 duration;
 - 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.

- (5) 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 an 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 consideration such as the fatigue status of the employee.

29 JURY DUTY LEAVE

- (1) Jury Duty is matter provided for in the NES (Division 8 - Community Service Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

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- (2) Employees are entitled to receive payment for up to 10 days of Jury Duty. This leave and payment for such will be in accordance with the following provisions;
 - (3) An employee who has received a summons to appear for Jury Duty by a court that impacts on the employee's ability to undertake their duties must advise the Employer as soon as is practicable and discuss the circumstances of the summons.
 - (4) In the event that a full-time or part-time employee is required to serve on a jury, that employee will not be financially disadvantaged in terms of their wages, superannuation or accrued leave entitlements for serving as a juror.
 - (5) Any employee who receives payment for out of pocket wages from a court for serving on a jury, and wishes to take advantage of this policy, must produce to the Employer documentation showing the amount the employee has received for compensation of loss of wages whilst serving as a juror.
 - (6) On production of the required documentation, the employee will receive their fortnightly gross wage minus the amount received from the Courts. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the employee had been at work.
 - (7) Time served on a jury will be deemed to be time served in employment with the Employer for the purpose of accruing leave entitlements.
 - (8) Any taxation liability arising from the receipt of out of pocket wages from a court for serving on a jury is the sole responsibility of the employee.

30 LONG SERVICE LEAVE

The provisions of the *Long Service Leave Act 1976* or as amended continue to apply except than an employee who has completed at least ten (10) years of continuous employment is entitled to 13 weeks paid long service leave.

The entitlement for part-time employees is accrued on all ordinary time and at the rate of 0.025 hours for each hour.

31 PUBLIC HOLIDAYS

- (1) Subject to the provisions of this Agreement employees, other than casual employees, are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Days, Queen's Birthday, Show Day and the first Monday in November where Hobart Regatta Day is not observed, or such other day(s) which may be observed in the locality in lieu of, or in addition to, any of these public holidays.

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- (2) Payment for public holidays taken and not worked is to be at the rate of pay to which the employee would have been entitled if at normal work on that day.
 - (3) Payment for public holidays worked (day workers) shall be at double time and a half of the relevant rate (excluding any casual loading where applicable).
 - (4) Payment for public holidays worked (shift workers) shall be at double time of the relevant rate (excluding any casual loading where applicable).

32 CULTURAL LEAVE

- (1) An employee who is an Aboriginal or Torres Strait Islander, or, is a member of another culture or religion, will be entitled to leave without pay of up to ten working days in any one calendar year:
 - (a) for the observation of a recognised religious occasion; or
 - (b) where there is a cultural day of significance to the employee.
- (2) A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- (3) An employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- (4) Under normal circumstances the employee must provide at least 2 weeks' notice in writing of the employee's intention to take leave pursuant to this clause.
- (5) The granting of leave is subject to the operational requirements of the employer, including the capacity to make alternative staffing arrangements.

33 EMERGENCY LEAVE

- (1) A full-time or part-time employee may be granted at the Employer's discretion to up to three (3) days from their personal leave of leave per calendar year for the purposes of attending to emergency or other situations.
 - (2) The employer may request evidence to support the application for leave.
 - (3) The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.
 - (4) For the purposes of this clause the definition of 'family violence' has the same meaning as in the *Family Violence Act 2004 (Tas)* that includes assault (including sexual assault), verbal abuse or emotional abuse by a spouse or partner.
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- (5) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer.
 - (6) All personal information concerning family violence will be kept confidential in accordance with the employer's policy and relevant legislation.
 - (7) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
 - (8) An employee experiencing family violence will have access to 5 days of personal/carer's leave for medical appointments, legal proceedings and other activities related to family violence. This leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
 - (9) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees the employer (subject to the requirements of the workplace) will approve any reasonable request from an employee experiencing family violence for;
 - (i) Changes to their span of hours or pattern of hours and/or shift patterns;
 - (ii) A change to their telephone number or email address to avoid harassing contact;
 - (iii) Any other reasonable measures including those available under existing provisions of family friendly and flexible work arrangements.
 - (10) An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.

34 TRAVEL EXPENSE REIMBURSEMENTS

- (1) Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses such as, but not limited to, meals.

PROVIDED THAT travel expenses incurred in the course of professional development under the Professional Development clause in this Agreement will only be reimbursed as agreed between the Employer and the employee.

- (2) If employees are required to use their own motor vehicles in connection with the business of the Employer, they are to be reimbursed on a per kilometre travelled basis at the rate of 78 cents per kilometre commencing on the first full pay period from operation.

35 PROFESSIONAL DEVELOPMENT

- (1) Employees undertaking accredited training programs associated with obtaining and improving skills and competencies relevant to the employee's activities may on application, and by agreement between the Employer and the employee, receive paid study leave.
- (2) The Employer will provide professional development opportunities for employees to enhance their professional skills and may, by agreement, meet the related costs including travel expenses reasonably incurred for approved professional development and training.
- (3) Employees shall be eligible for a maximum of five (5) days' paid leave annually for the purpose of attending conferences, seminars or short courses for the purpose of professional development. Part-time employees shall receive this leave on a pro-rata basis. Such leave shall not be cumulative.

36 UNIFORMS

Sufficient, suitable and serviceable uniforms are to be provided, free of costs, to all employees who are required by the Employer to wear uniforms.

37 RATIONALISATION OF SERVICES

The parties to this Agreement will adopt a co-operative approach in dealing with any mergers or rationalisation of services which may include, for one or more employees, changes to days and hours of work. The provisions of Clause 38 will apply to such situations.

38 CONSULTATION REGARDING CHANGE

- (1) This Clause applies if the Employer has made a definite decision to:
 - (a) introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect of employee(s) of the enterprise; or
 - (b) change an employee's regular roster or ordinary hours of work.
- (2) The Employer must notify the relevant employee(s) of the decision to introduce the change.
- (3) The relevant employee(s) may appoint a representative for the purposes of the procedures in this clause.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative;

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- (c) the Employer must recognise the representative.
- (5) As soon as practicable after making its decision, the Employer must:
- (a) Discuss with the relevant employee(s):
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employee(s); and
 - (b) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employee(s); and
 - (iii) any other matters likely to affect the employee(s).
 - (c) For a change to an employees' regular roster or ordinary hours of work the Employer must:
 - (i) provide information to the employees about the change;
 - (ii) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views given by the employees about the impact of the change.
 - (d) While the process described in this clause is underway, the parties will respect the status quo.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (8) If a condition in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub-clauses (2), (3) and (5) are taken not to apply.
- (9) In this clause a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs; or
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(h) changes to the legal or operational structure of the employer or business.

(10) In this clause, relevant employees means the employees who may be affected by the change referred to in the clause 38(1).

39 REDUNDANCY

(1) For the purpose of this clause redundancy includes a situation where the Employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees, or to decrease an employee's ordinary hours of work thus causing a reduction to the employee's income.

(2) Where the Employer believes that it may be necessary to implement a redundancy, the Employer is to immediately notify the effected employee(s) and commence a process of consultation.

(3) If a redundancy is likely to occur -

- (a) the Employer will actively explore all internal redeployment opportunities for employees surplus to requirements;
- (b) employees seeking redeployment may be retrained for other, available positions on condition that the employees concerned can demonstrate that they possess the necessary capacity for those positions;
- (c) if the Employer deems it necessary for an employee to undergo re-training in order for the employee to perform the duties of the position to which the employee is being redeployed, the Employer is to provide such training, at no cost to the employee who is entitled to undertake the training during work hours; and
- (d) all reasonable attempts will be made to ensure than an employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

(4) The Employer is to provide as much notice as is reasonably practicable of an intended redundancy.

(5) The minimum period of notice to be given to an employee affected by a redundancy is -

Employee's period of continuous service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(6) The minimum period of notice is to be increased by one week if an employee is over forty-five years of age at the time of termination of employment and has completed two or more years of continuous service with the Employer.

(7) Before a redundancy is effected, the Employer is in the first instance to seek expressions of interest in a voluntary redundancy package from all employees.

PROVIDED THAT the Employer is only required to seek such expressions of interest from employees employed at the same classification level and at the same worksite in which the redundancy is being effected.

(8) In assessing expressions of interest for voluntary redundancy the Employer will take into account the skill and operational requirements of the facility.

(9) Where retraining and redeployment opportunities are not available, the redundancy package to be paid to redundant employees is -

- (a). notice as specified in this clause, or payment in lieu of that notice;
- (b). two weeks pay for each completed year of service and pro rata for an uncompleted year
- (c). payment for all accrued annual leave including leave loading; and
- (d). payment of pro-rata long service leave for employees with more than seven years continuous service.

(10) Where an employee is not offered similar hours or hours are altered, other than by a normal change of roster in accordance with this Agreement, and this causes a loss of income to the employee, the Employer is to pay a partial redundancy package calculated as -

Partial redundancy payment = existing weekly rate, minus new weekly rate, multiplied by 2, multiplied by years of service, plus pro rate for an uncompleted year of continuous service.

(11) For the purposes of this clause a weeks pay means the relevant rate for the ordinary hours normally worked by the employee, and any loading and all-purpose allowances to which the employee is normally entitled.

(12) Employees who are made involuntarily redundant are to be given assistance by the Employer in seeking suitable alternative employment, including being granted paid time off to look for work and to arrange training or re-training.

(13) The Employer will pay for up to two sessions of financial counselling, from a financial advisor agreed to by the Employer and the employee, for employees who are offered a redundancy, or who express an interest in redundancy.

(14) The Employers will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an employee.

(15) In the event that a position becomes available in the Employer's establishment, the Employer is to take reasonable steps to notify employees made redundant by the Employer of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

40 GRIEVANCE AND DISPUTE RESOLUTION

- (1) If a grievance or dispute arises, in the first instance employees are to attempt to resolve the issue with their immediate supervisor.
- (2) The accredited union job delegate or other representative of the employee(s) shall be present if so requested by either the employee(s) or Employer.
- (3) If the grievance or dispute remains unresolved after (1) above, a union or other employee representative shall discuss and attempt to resolve the issue with a representative of the Employer.
- (4) If the grievance or dispute remains unresolved after (3) above, the issue will be referred to senior management and union or other employee representatives.
- (5) If the grievance or dispute remains unresolved after (4) above, the issue will be referred to the Fair Work Commission for resolution by conciliation and, where the matter in dispute remains unresolved, to arbitration.
- (6) Without prejudice to either party, and except where a bona fide safety issue is involved, normal work and existing custom and practice will continue while attempts are being made to resolve the grievance or dispute in accordance with these procedures.
- (7) The Employer will formulate a policy and procedures for the resolution of grievances and disputes consistent with this clause.
- (8) The Employer is to ensure that all existing and new employees are made aware of the grievance and dispute resolution policy and procedures specified in (7).

41 UNION DELEGATE RIGHTS

- (a) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to three days leave with pay each calendar year, non-cumulative, to:
 - represent members in bargaining;
 - represent the interest of members to the Employer and industrial tribunals;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - participate in the operation of the Union;
 - attend union education;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or

workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;

- attend union annual Delegates Conference.

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

Number of employees covered by the Agreement	Number of delegates or workplace representatives eligible for 3 days' paid leave in any 12 month period
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

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

42 NOTICE BOARD

The Employer will permit a notice board to be erected in the workplace for the use of employees and their Workplace Representatives.

43 NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not pursue any claims in respect to changes to salaries and conditions of employment covered by this Agreement.

44 NO PRECEDENT

This Agreement must not be used by any party as a precedent.

SCHEDULE 1 - SALARIES

Note: salaries from the first full pay period on or after 1 March 2018 and from the first full pay period on or after 1 March 2019 may be higher than the rates specified in this Schedule – please read in conjunction with clause 15 of this agreement.

Classification	1/03/2016	3.00%	2.75%	2.75%
		FFPP 1/03/2017	FFPP 1/03/2018	FFPP 1/03/2019
	\$	\$	\$	\$
Enrolled Nurse - Grade 1				
1st year of service	\$ 50,075	\$ 51,577	\$ 52,996	\$ 54,453
2nd year of service	\$ 51,137	\$ 52,671	\$ 54,120	\$ 55,608
3rd year of service	\$ 52,194	\$ 53,760	\$ 55,238	\$ 56,757
4th year of service	\$ 53,260	\$ 54,858	\$ 56,366	\$ 57,916
5th year of service	\$ 54,318	\$ 55,948	\$ 57,486	\$ 59,067
Enrolled Nurse - Grade 2 Medication-endorsed				
1st year of service	\$ 55,967	\$ 57,646	\$ 59,231	\$ 60,860
2nd year of service	\$ 57,542	\$ 59,268	\$ 60,898	\$ 62,573
Registered Nurse - Community Health/Domiciliary				
1st year of service	\$ 68,114	\$ 70,157	\$ 72,087	\$ 74,069
2nd year of service	\$ 73,417	\$ 75,620	\$ 77,699	\$ 79,836
3rd year of service	\$ 76,075	\$ 78,357	\$ 80,512	\$ 82,726
4th year of service	\$ 77,843	\$ 80,178	\$ 82,383	\$ 84,649
5th year of service	\$ 79,612	\$ 82,000	\$ 84,255	\$ 86,572
6th year of service	\$ 81,381	\$ 83,822	\$ 86,128	\$ 88,496
Registered Nurse - Level 3				
1st year of service	\$ 87,381	\$ 90,002	\$ 92,477	\$ 95,021
2nd year of service	\$ 89,432	\$ 92,115	\$ 94,648	\$ 97,251
3rd year of service	\$ 91,485	\$ 94,230	\$ 96,821	\$ 99,483
4th year of service	\$ 93,537	\$ 96,343	\$ 98,993	\$ 101,715

DECLARATION AND SIGNATORIES

Declaration

This Agreement has been negotiated through extensive consultation between management and employees.

The content of this Agreement has been canvassed with all parties. The Parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signatories

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

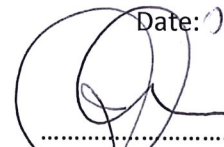
This Agreement is signed for and behalf of the parties.

**Chief Executive Officer
South Eastern Community Care
57 Cole Street, Sorell, Tasmania**



.....
Date: 01/03/2017

Witnessed by (signature)




Witness name in full (printed)

.....
James O'Neill

Witness address

24 Thornleigh St Glenorchy
.....

**Ms Neroli Ellis
Branch Secretary
Australian Nursing and Midwifery Federation
Tasmanian Branch
182 Macquarie Street, Hobart, Tasmania**



.....
Date: 1/3/17

As the Branch Secretary of the Australian Nursing and Midwifery Federation, Tasmanian Branch, Ms Ellis has the authority to sign the Agreement on behalf of employees who are members of the Australian Nursing and Midwifery Federation, Tasmanian Branch and are employed pursuant to this Agreement.

Witnessed by (signature)



Witness name in full (printed)

.....
Mary Jane Bickel

Witness address

.....
182 Macquarie St, Hobart