



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Corumbene Nursing Home for the Aged Inc. T/A Corumbene Nursing Home for the Aged (AG2018/64)

CORUMBENE NURSING HOME FOR THE AGED INC. NON-NURSING AGREEMENT 2017

Aged care industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 29 AUGUST 2018

Application for approval of the Corumbene Nursing Home for the Aged Inc. Non-Nursing Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Corumbene Nursing Home for the Aged Inc. Non-Nursing 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 Corumbene Nursing Home for the Aged Inc. T/A Corumbene Nursing Home for the Aged. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement was approved on 29 August 2018 and, in accordance with s.54, will operate from 5 September 2018. The nominal expiry date of the Agreement is 31 March 2020.



COMMISSIONER

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

CORUMBENE NURSING HOME FOR THE AGED INC.

NON-NURSING ENTERPRISE AGREEMENT

2017

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PART 1 - GENERAL

1. TITLE

This Agreement shall be known as the Corumbene Nursing Home for the Aged Inc. Non-Nursing Agreement 2017.

2. PARTIES

The parties to this Agreement are:

- (a) Corumbene Nursing Home for the Aged Inc. (ABN 98 544 704 858) (**'the employer'** or **'Corumbene'**);
- (b) The Health Services Union, Tasmania Branch;
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (d) Employees of the employer referred to in clause 3 (Coverage) of this Agreement (**'employees'**).

3. COVERAGE

- (a) This Agreement is made in accordance with Part 2-4 of the FW Act and applies to Corumbene and its employees who are employed in the classifications that appear in this Agreement.
- (b) This Agreement does not cover or apply to Community and Home Care employees.

4. DATE AND PERIOD OF OPERATION

- (a) This Agreement will come into operation seven (7) days after the Fair Work Commission approves the Agreement.
- (b) The nominal expiry date of this Agreement is 31 March 2020.
- (c) This Agreement will continue to apply after the nominal expiry date until it is replaced or terminated in accordance with the requirements of the FW Act.
- (d) The parties to this Agreement agree to commence discussions for the subsequent agreement six (6) months prior to the nominal expiry date. If the parties determine to vary this Agreement in accordance with Part 2-4, Division 7, Subdivision A (Variation of enterprise agreements by employers and employees) of the FW Act (or any successor to that Act), the good faith bargaining requirements prescribed by at section 228 of the FW Act will apply.

5. DEFINITIONS

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

“afternoon shift” means a shift that concludes between 7.00pm and midnight.

“Agreement” means this Agreement, the Corumbene Nursing Home for the Aged Inc. Non-Nursing Agreement 2017.

“casual employee” means an employee engaged on an irregular, variable or unpredictable basis or on an as and when required basis.

“day shift” means a shift worked between 6.00am and 7.00pm.

“day worker” means an employee whose ordinary hours are worked between 7.00am and 7.00pm Monday to Friday.

“de facto partner” means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner of the employee.

“employee” means an employee employed by the employer and covered by this Agreement.

“employer” means Corumbene Nursing Home for the Aged Inc.

“full-time employee” means an employee engaged to work for the full weekly ordinary hours prescribed in the Hours clause (clause 18) in this Agreement.

“immediate family” of an employee means:

- (a) a spouse, de facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

“member of employee’s household” in respect of an employee means any person or persons who usually reside with the employee.

“modern award” means the Aged Care Award 2010 (MA000018).

“NES” means the National Employment Standards.

“night shift” means a shift finishing after midnight and before 8.00am.

“ordinary rate” means the wage for an employee’s classification as specified in Schedule 2 (Wage Rates) of this Agreement.

“ordinary hourly rate” means the wage for an employee’s classification as specified in Schedule 2 (Wage Rates) of this Agreement (the ordinary rate) divided by 38.

“part-time employee” means an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

“projected roster” means an employee's normal roster for the period of leave.

“roster” means a written or electronically communicated roster (as varied from time to time in accordance with this Agreement) setting out the names of employees required to work in accordance with the roster, and the days, dates and times when each rostered employee is required to work.

“rostered employee” means an employee required to work in accordance with a roster.

“shift worker” means an employee other than a day worker who is required to work rotating shifts in accordance with a roster.

“spouse” includes a former spouse.

“the FW Act” means the *Fair Work Act 2009 (Cth)*.

“Unions” means each of the following unions:

- (a) The Australian Nursing and Midwifery Federation, Tasmanian Branch (“ANMF”); and
- (b) The Health Services Union, Tasmania Branch (“Health and Community Services Union” or “HACSU”).

6. PURPOSE OF AGREEMENT

- (a) The key purpose of the Agreement is to achieve a stable industrial relations framework at the enterprise level of Corumbene Nursing Home for the Aged Inc. in order to assist individuals to improve their efficiency, quality of services and business performance.
- (b) The Agreement seeks to create an environment where there can be further investment in the future growth and development of aged care services.
- (c) The Agreement aims at continually improving communication and cooperation at the workplace level between management and staff. The Agreement recognises the important contribution of all aged care staff in ensuring the organisation’s future.

7. SUPERSESSION AND SEVERANCE

This Agreement wholly replaces the Aged Care Award 2010 (MA000018) (other than where there is a specific reference to an award term within this Agreement), the Corumbene Nursing Home for the Aged Inc. Non-Nursing Enterprise Agreement 2014 and any other modern award, registered industrial instrument (however named or described) and/or unregistered industrial agreement that applies to employees covered by this Agreement.

PART 2 – CONSULTATION AND FLEXIBILITY

8. FLEXIBILITY CLAUSE

- (a) Corumbene and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the arrangement deals with one or more of the following matters:
 1. arrangements about when work is performed;
 2. overtime rates;
 3. penalty rates;
 4. allowances; and
 5. leave loading.
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 8(a)(i) above; and
 - (iii) the arrangement is genuinely agreed to by the employer and employee; and
 - (iv) the employee may consult with their industrial representative (or any other representative of their choice) prior to agreeing to an individual flexibility arrangement.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*;
 - (iii) are about matters that would be permitted matters if the individual flexibility arrangement was an enterprise agreement and must not include a term that would be an unlawful term if the individual flexibility arrangement were an enterprise agreement; and
 - (iv) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 1. the terms of the enterprise agreement that will be varied by the arrangement; and
 2. how the arrangement will vary the effect of the terms; and
 3. 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

- 4. the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing - at any time.

9. CONSULTATION CLAUSE

9.1 Consultation regarding major workplace change

- (a) This clause (clause 9) applies if:
 - (i) the employer has made a preliminary decision to introduce a major change to production, program, organisation, structure (including the outsourcing of services), or technology in relation to its enterprise; and
 - (ii) the major change is likely to have a significant effect on employees of the employer.
- (b) The employer must notify the relevant employees of the preliminary decision to introduce the major change before making a definite decision.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this clause (clause 9).
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
 - (iii) the employer must recognise the representative.
- (e) As soon as practicable after making its preliminary decision, the employer must:
 - (i) discuss with the relevant employees:
 - 1. the introduction of the major change; and
 - 2. the effect the major change is likely to have on the employees; and
 - 3. measures the employer is taking to avert or mitigate the adverse effect of the major change on the employees; and
 - (ii) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - 1. all relevant information about the change including the nature of the change proposed; and
 - 2. information about the expected effects of the change on the employees; and
 - 3. any other matters likely to affect the employees.

- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) Having satisfied the requirements of this clause (clause 9) the employer will notify affected employees of its definite decision.
- (i) In this clause (clause 9), a major change is **likely to have a significant effect on employees** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to re-train employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (j) In this clause (clause 9), **relevant employees** means the employees who may be affected by the major change.

9.2 Consultation about changes to rosters or hours of work

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change. The employer must:
 - (i) 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);
 - (ii) 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
 - (iii) 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.
- (b) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (c) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

PART 3 – EMPLOYMENT CONDITIONS

10. CONTRACT OF EMPLOYMENT

10.1 Terms of Employment

- (a) All employees shall have a written contract of employment.
- (b) All employees not employed as a casual employee will be employed by the fortnight.
- (c) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (d) An employee (other than a casual employee) is entitled to be paid, including any overtime and other penalty rates, if:
 - (i) as a result of an action by the employer, the employee does not work for the maximum number of ordinary working hours specified in this Agreement (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and
 - (ii) the employee is ready and willing to work during those ordinary working hours.
- (e) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure in this Agreement.
- (f) Except as otherwise provided in this Agreement, the employer is not permitted to pay an employee at a rate lower than their classification for performing work of a lower classification nor does it prevent the employee receiving any entitlement for performing work at a higher classification.

10.2 Types of Employment

- (a) An employee may be engaged by the employer as a:
 - (i) full-time employee;
 - (ii) part-time employee; or
 - (iii) casual employee.

10.3 Part-Time Employees

- (a) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (b) Part-time employees shall be entitled to annual leave, public holidays and personal leave as prescribed in the applicable clauses of this Agreement.
- (c) Part-time employees will receive a minimum payment of two (2) hours for each rostered shift. For other engagements, in exceptional circumstances (for example, irregular or infrequent training) where it is inappropriate to have a minimum two (2) hour engagement, such conditions may be varied by mutual agreement in writing between an employee and the employer.

- (d) Before commencing part-time employment, the employer and the part-time employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the hours of work will be in writing.
- (e) Subject to the requirements of clause 18.2 (Hours of Work – Rostered Employees) and clause 0 (Overtime) of this Agreement, additional ordinary hours above those agreed in accordance with clause 10.3(d) above may be worked where mutually agreed in writing between the employer and the employee.

10.4 Casual Employees

- (a) A casual employee is engaged by the hour.
- (b) Notwithstanding clause 10.4(a) above, if required to attend for work a casual employee must be provided with a minimum of two (2) hours' work for each shift or be paid for a minimum of two (2) hours for each shift. For other engagements, in exceptional circumstances (for example, irregular or infrequent training) where it is inappropriate to apply the conditions of this clause, such conditions may be varied by mutual agreement between an employee and the employer.
- (c) The rate of pay for ordinary hours of work is the ordinary hourly rate, plus a loading in lieu of annual leave, personal leave and public holiday entitlements (a "casual loading").
- (d) The applicable casual loading shall be 25%.
- (e) In addition to the casual loading that applies in clause 10.4(c) above, a casual employee will be paid shift penalties calculated on the ordinary hourly rate exclusive of the casual loading.
- (f) Casual employees who work overtime will be paid the applicable overtime rate but will not be paid the casual loading while working overtime.
- (g) Casual employees must not be placed on a roster for a period in excess of six (6) weeks unless engaged to temporarily cover the absence of a full time or part-time employee.

11. NOTICE OF TERMINATION

11.1 Notice of Termination by the employer

- (a) Except in circumstances of misconduct justifying summary dismissal an employee whose employment is terminated at the initiative of the employer shall be given notice of termination of employment, or payment in lieu of notice, by the employer as follows:

Period of Continuous Service	Period of Notice
3 years or less	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) If the employee is aged over 45 at the time of notice being given, and has been employed for two (2) years or more with the employer, the employee is entitled to a

further weeks' notice in addition to the relevant notice prescribed in clause 11.1(a) above.

- (c) Payment in lieu of notice may be made if all or part of the notice period is not required to be worked.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time that would have been worked during the period of notice, will be used.
- (e) The period of notice in clause 11.1(a) above shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee and their employment is terminated at the completion of the traineeship, in the event that the trainee is re-engaged by the employer within six (6) months of such termination the period of traineeship shall be counted as service in determining any future termination.

11.2 Notice of termination by the employee

- (a) An employee must give a minimum of two (2) weeks' notice of intention to terminate their employment ('the period of notice') to the employer, unless some other arrangement is mutually agreed between the employee and the employer.
- (b) If an employee does not give the period of notice specified in clause 11.2(a) above, or does not work out the period of notice, the employee will only be paid, and entitlements calculated to, the last day of work performed or, if on leave, at the end of the period of notice actually given.

11.3 Discussions prior to decision to terminate employment

- (a) In circumstances where termination of employment at the initiative of the employer may result, the employer is to notify the employee concerned of the issues in writing and the employee will be given an opportunity to respond to these issues.
- (b) The employee has a right to be represented by a union official and/or any other person of the employee's choice.

11.4 Summary termination

- (a) Without limiting Corumbene's rights, an employee may be summarily dismissed from their employment for actions amounting to serious misconduct as defined by the FW Act and *Fair Work Regulations 2009*.
- (b) Corumbene is not required to provide notice of termination in accordance with clause 11.1(a), or any other notice, if an employee is summarily dismissed from their employment.

12. REDUNDANCY PROVISIONS

- (a) Redundancy Entitlements is a matter provided for in the NES (Division 11 – Notice of Termination and Redundancy Pay). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) The parties agree that it is not desirable to lose the services of an employee through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- (c) **Commitment to Consult**
 - (i) 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.
 - (ii) Where the employer has made a preliminary decision that it may be necessary to make one or more positions within the enterprise redundant, or introduce a change to the structure or operation of the employer's enterprise that has a significant adverse impact on an employee's position or income, the employer will consult with affected employees and their representatives (including the unions covered by this Agreement) in accordance with clause 9 (Consultation) of this Agreement.
- (d) **Redeployment and Retraining**

In the event of a position being made redundant, the following shall apply:

 - (i) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
 - (ii) An employee seeking redeployment may be retrained for an available position on condition that the employee can demonstrate to the employer that they possess the necessary skills and competencies for that position. In assessing the employee's skills and competencies for the position, the employer will determine whether the employee has demonstrated that they have the skills and competencies for the position.
 - (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the employee to perform the duties of the position to which the employee is being redeployed. The employee will be entitled to undertake this training during work time.
 - (iv) All reasonable attempts should be made to ensure that an employee's work area of choice, hours of work, previous employment classification and previous roster patterns are met.
- (e) **Redundancy**
 - (i) In the event that it is necessary for the employer to make a position(s) redundant, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.
 - (ii) In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

- (iii) 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, as a result of a position(s) being redundant the employer will be entitled to take into account the operational requirements of the business. The employer shall consult with affected employees and their representatives 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 each redundant employee is:
 - 1. Redundancy Pay detailed in the NES;
 - 2. Full payment of all accrued annual leave entitlements including leave loading.
- (ii) For the purposes of calculating a redundancy payment to an employee, a weeks' pay shall mean:
 - 1. the hours worked per week as averaged over the preceding three (3) months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary hourly rate for the classification; and
 - 2. any shift penalty as averaged over the previous three (3) 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**

An employee who is made redundant shall be granted a minimum of one (1) days' time off without loss of pay for the purpose of seeking other employment or to make arrangements for training or re-training.

PART 4 – WAGES AND RELATED MATTERS

13. WAGE INCREASES

The wage rates are set out in Schedule 2 (Wage Rates) of this Agreement.

14. PAYMENT OF WAGES

For the purpose of this clause, “wages” means the ordinary 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, leave payments, loadings, shift penalties and overtime.

14.1 Time and interval of payment

- (a) Wages are to be paid fortnightly and not later than the close of business on Thursday (‘the ordinary scheduled pay day’).
- (b) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- (c) The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.

14.2 Method of payment of wages

- (a) Payment of wages shall be by direct bank deposit or some other method determined by the employer, provided that employees shall nominate into which bank or financial institution their wage is to be paid.
- (b) The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.

14.3 Statement of salaries

Within one (1) day of the ordinary scheduled pay day the employer is to provide to each employee full written details of the wage being paid in that pay period.

14.4 Deduction of moneys

Where authorised by an employee in writing, the employer is to make deductions from the employee’s wage in respect of and including medical benefits, union subscriptions, employee superannuation contributions and salary packaging.

14.5 Overpayment of wages

- (a) Where an employee or the employer discovers an overpayment in relation to the payment of wages or entitlements to an employee, the party discovering the error must notify the other party of the error at the earliest opportunity.
- (b) Once an overpayment has been notified, the employer and the employee will meet to negotiate a reasonable repayment schedule (and having regard to the period in which the overpayment occurred). Should an employee wish, they may bring a representative to any such meeting. The employee will not unreasonably refuse to repay the overpayment amount.

- (c) If agreement is unable to be reached in accordance with clause (b) above, the dispute resolution process detailed at clause 31 (Dispute Resolution Procedure) of this Agreement shall apply.

14.6 Late payment of wages

- (a) Except in circumstances beyond the control of the employer, if the employer is unable to pay employee wages in accordance with clause 14.1(a) above the employer must notify employees at the earliest opportunity. The employer must pay the wages to employees by the normal method or by cash or cheque within 24 hours of the ordinary scheduled pay day.
- (b) Where the employer is responsible for a delay in payment of wages beyond the timeframe set out in clause 14.1(a) above, and that delay results in an employee being charged fees or penalties by their nominated bank or financial institution, the employer will reimburse the employee for any 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.

14.7 Payment of wages on termination

- (a) Where an employee's employment is terminated at the initiative of either the employer or employee all wages owing shall, where practicable, be paid on the next working day after the date of termination.
- (b) If payment in accordance with clause 14.7(a) above is not practicable the employer shall 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 within two (2) working days of the date of termination.

15. SUPERANNUATION

15.1 Superannuation legislation

- (a) 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, the default superannuation fund identified at clause 15.4 below shall apply.
- (b) The rights and obligations in this clause supplement those in superannuation legislation.

15.2 Employer contributions

- (a) The employer must make such superannuation contributions to a compliant superannuation fund for the benefit of an employee in accordance with the Superannuation Guarantee Charge applicable at the relevant time.
- (b) The employer must pay to the relevant superannuation fund the amount specified in clause 15.2(a) no later than 28 days after the end of each month.

15.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount or percentage from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 15.2(a) above.
- (b) An employee may adjust the amount the employee has authorised the 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 the employer.
- (c) The employer must pay to the relevant superannuation fund the amount authorised under clauses 0(a) or 0(b) above no later than 28 days after the end of the month in which the authorised deduction was made.

15.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 15.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 15.2 and pay the amount authorised under clauses 0(a) or 0(b) to Hesta Super Fund (Health Employees Superannuation Trust Australia), or any successor to that fund. Hesta is a complying fund that provides a MySuper product.

16. SALARY PACKAGING AND SACRIFICE

- (a) An employee's wages may be packaged in accordance with the employer's salary packaging program. Salary packaging for all employees covered by this Agreement will only be entered into as provided for by this clause (clause 16).
- (b) By agreement with the employer, an employee 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 ordinary rate 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 ordinary rate payable as applicable under this Agreement;
 - (iv) that it is recommended that the employee seek financial advice prior to signing any salary sacrifice agreement. The employee must be provided with a copy of any proposed salary packaging agreement prior to the signing of the agreement;
 - (v) 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;
 - (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;
 - (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 (2) 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.

17. ALLOWANCES

17.1 Higher duties

- (a) An employee, other than an administrative employee, engaged continuously for two (2) hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two (2) hours, they will be paid the higher rate for the time worked.
- (b) This will apply whether or not an employee works in accordance with a roster.
- (c) An employee engaged as an administrative employee who, for a period of five (5) 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.

17.2 Mentor allowance

- (a) An employee directed to act as a mentor for a new employee will receive an allowance of one dollar per hour while acting as a mentor subject to the following requirements:
 - (i) The employer will establish a mentor program, as soon as practicable and no later than 1 July 2014;
 - (ii) The employee must be endorsed by the employer as a mentor; and
 - (iii) Where the employer requires an employee to act as a mentor the employer will pay all course fees and provide for time off on full pay to attend mentor training approved by the employer.

17.3 Foul and nauseous linen

- (a) An allowance (as provided at Schedule 3) 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 the sum stated in Schedule 3 for work performed in any week.
- (b) Part time and casual employees shall be paid 1/38th of the weekly allowance for each hour worked when so engaged.
- (c) For the purposes of this clause, foul and nauseous linen means linen that contains body excrement of a nature or quantity which makes it offensive to a reasonable person.
- (d) An example of work of an unusually dirty or offensive nature would be work undertaken by relevant employees during an outbreak of gastroenteritis.

17.4 Driver's licence

An employee who is required as part of their employment to drive vehicles requiring a licence will be reimbursed the cost of the driver's annual licence fee.

17.5 Allowances not to be taken into account

Allowances specified in this Agreement, other than higher duties allowance, shall not be taken into account in calculating overtime and shift penalties and loadings specified in this Agreement.

17.6 Increases to allowances

Increases to allowances are detailed in Schedule 3 (Allowances).

PART 5 – HOURS OF WORK

18. HOURS

18.1 Hours of work – Day Workers

- (a) The ordinary hours of work are 38 hours per week to be worked between 7.00am and 7.00pm, Monday to Friday (**‘span of hours’**) in five (5) days in continuous periods of eight (8) hours each day, except for an unpaid meal break of not more than one (1) hours duration.
- (b) Work performed prior to 7.00am and after 7.00pm, will be paid at the relevant overtime rates but will be, for the purposes of this clause, part of the employee's ordinary hours of work where the ordinary hours of work within the period 7.00am to 7.00pm in any week, have been less than 38.
- (c) Where a Day Work employee is required to work ordinary hours outside the span of hours specified in clause 18.1(b) above, the employee will work in accordance with a roster established in accordance with clause 19 (Roster).

18.2 Hours of work – Fulltime Rostered Employees

- (a) Employees may be required to work to a roster, subject to the requirements of the Roster Clause (clause 19) of this Agreement.
- (b) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee shall be an average of 38 hours per week and must not exceed:
 - (i) 8 hours in any one day; or
 - (ii) 48 hours in any one week; or
 - (iii) 88 hours in any 14 consecutive days for full-time employees or 80 hours in 14 consecutive days for part-time or casual rostered employees; or
 - (iv) 152 hours in any 28 day accounting period.

18.3 Amended hours of work – all employees

- (a) 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' written notice.
- (b) An arrangement in writing under this clause (clause 18.2) 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.
- (c) The employer will not use this clause (clause 18.2) to reduce the number of full-time equivalent (FTE) staff employed.
- (d) An employee who proposes to agree to enter into an arrangement under this clause (clause 18.2) must be provided with a copy of this clause by the employer prior to the commencement of the arrangement.

- (e) In the event of the arrangements contemplated by this clause being discontinued, the employee will be returned to their pre-existing employment conditions and must not suffer any loss or prejudice in employment whatsoever.
- (f) No employee (or prospective employee) will be required by the employer to work under the terms of this clause (clause 18.2) as a condition of employment or engagement unless by agreement.

19. ROSTER

19.1 Roster - General

- (a) 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.
- (b) A roster established under this clause (clause 19.1) will be a rotating roster unless the employer and a majority of employees to be affected agree to a non-rotating roster.
- (c) In circumstances where a non-rotating roster has been established in accordance with clause 19.1(b) 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 roster established in accordance with this clause (clause 19.1), whether rotating or non-rotating, will:
 - (i) not require an employee to work more than eight (8) hours each day subject to agreement being reached or in accordance with clause 18.3 (Amended hours of work) above;
 - (ii) provide for not more than eight (8) days to be worked in any nine (9) consecutive days;
 - (iii) not be changed until after four (4) weeks' notice or in the case of an individual employee will not be changed except on one (1) weeks' notice of such change or the payment of two (2) weeks' pay in lieu of notice in accordance with the employee's previous roster;
 - (iv) provide that an employee, other than a casual employee, will be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight or eight (8) full days in each 28 day cycle - where practicable, days off will be consecutive;
 - (v) clearly stipulate a 28 day accounting period which will include an accrued day off in addition to eight rostered days off.
- (e) 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.

19.2 Afternoon and night shift allowances

- (a) Shift workers are to be paid the following loading on their ordinary hourly rate for working afternoon or night shifts:
 - (i) afternoon shift – 15%
 - (ii) night shift – 15%

19.3 Broken Shifts

With respect to broken shifts:

- (a) Broken shift for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) Broken shifts may be worked by mutual agreement between the employer and the employee(s) concerned and the work performed will be paid at the employee's ordinary hourly rate plus the relevant shift allowance (calculated in accordance with clause (e) (Afternoon and night shift allowances) for the entire shift. The applicable shift allowance rate is determined by the commencement time of the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Overtime penalty rates and Shiftwork, with shift allowances being determined by the finishing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

19.4 Part-time and Casual Rostered Employees

Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, documented in accordance with clause 19.1(a) above, will be entitled to the provisions of this clause with the following exceptions:

- (f) Where an employee works by written agreement with the employer they will not attract a penalty (other than roster loading, Saturday, Sunday or Public Holiday penalty, whichever is applicable) except that any time worked in excess of eight (8) hours per day will be paid at double time (200%) except as provided in clause 18.3 (Amended hours of work – all employees) above: or
- (b) Where an employee is instructed to work, they are entitled to overtime payments in accordance with clause 0 (Overtime) of this Agreement.

19.5 Saturday and Sunday Work

- (a) Employees, whose ordinary hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half (150%), and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time (200%). These rates will be in substitution for and not cumulative upon the roster loading provided at clause (e) (Afternoon and night shift allowances).
- (b) Casual employees will be paid in accordance with clause 19.5(a) above. The rates prescribed above will be in substitution for and not cumulative upon the casual loading.

20. MEALS & TEA BREAKS

20.1 General Requirements

- (a) Employees who work in excess of five (5) hours on any day shall, subject to clause 20.1(b) below, receive a meal break of not more than one (1) hour and not less than 30 minutes duration which shall be unpaid provided that the duration of the meal break may be altered by agreement between the employer and the employee but is not to be less than 30 minutes.
- (b) Notwithstanding the provisions of clause 20.1(a) above, employees required to work in accordance with a roster shall receive a meal break of 25 minutes which shall be counted as time worked provided that subject to mutual agreement between the employer and the employee, employees may agree to extend their paid 25 minute meal break by not more than 35 minutes each day, which excess shall be exclusive of time worked and unpaid.
- (c) An employee receiving an unpaid meal break and who is directed to work during their meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and a half (150%) of the employee's ordinary hourly rate.

20.2 Meal break when required to work overtime

- (a) Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at the employee's ordinary hourly rate.
- (b) The employer and an employee may agree to a variation of this clause (clause 20.2) to meet the circumstances of the work in hand provided that no employee shall be required to work more than five (5) hours without a break for a meal.
- (c) An employee required to work overtime for more than one hour without being notified the previous day or earlier of the requirement to work overtime will be supplied with a meal by the employer.

20.3 Charges for meal provided by employer

- (a) The maximum amount that shall be charged or deducted where an employee receives a meal from the employer shall be as specified at Schedule 3 (Allowances) of this Agreement.
- (b) Where a meal is provided in accordance with clause 20.3(a) above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments.
- (c) Meal charges will not be charged in the event that the employer supplies a meal due to the employee being required to work overtime as provided for in clause 20.2(c) above.

20.4 Tea Breaks

An employee who works in excess of four (4) hours will be entitled to a 10 minute paid tea break during their shift at a time to be agreed between the employer and employee.

21. OVERTIME

21.1 Requirement to work reasonable overtime

- (a) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.
- (b) For the purposes of this clause (clause 0) “overtime” means:
 - (i) Work in excess of eight (8) hours per day except where ordinary hours are extended in accordance with clause 18.3 (Amended hours of work – all employees) above, in which case it is hours in excess of 10 hours per day; or
 - (ii) Work outside the span of hours except where agreement is reached in accordance with clause 18.3 (Amended hours of work – all employees) above;
 - (iii) 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 10.3(e) (Part-time employee), will be overtime and paid at the rates prescribed by clause 21.2 (Payment for overtime) below.
 - (iv) Any hours of work in excess of those provided in clause 18.2 - (b)Hours of Work – Fulltime Rostered Employees, unless clause 18.3 (Amended hours of work – all employees) applies.
- (c) Whether any additional hours are unreasonable shall be determined by having regard to:
 - (i) any risk to the employee’s health and safety;
 - (ii) the employee’s personal circumstances including family responsibilities;
 - (iii) the needs of the employer;
 - (iv) the notice (if any) given by the employer of the requirement to work overtime and by the employee of their intention to refuse it;
 - (v) the usual patterns of work applicable to the employee;
 - (vi) the nature of the employee’s role and the employee’s level of responsibility; and
 - (vii) any other relevant matter.

21.2 Payment for Overtime

- (a) For all time worked in accordance with clause 21.1 above the following overtime rates will be paid:
 - (i) Monday to Saturday inclusive - time and one half (150%) for the first two (2) hours and double time (200%) after that;
 - (ii) Sunday - double time (200%);
 - (iii) Public Holidays - double time and one half (250%).
 - (iv) An employee required to work in accordance with a roster will be paid double time (200%) for all overtime. However, overtime does not apply where arrangements for a swap of hours have been made between two (2) or more employees at their own instigation.
- (b) Each day’s overtime will stand alone.

- (c) The allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments.
- (d) For a casual employee the calculation of the overtime payments provided for in this clause will be based upon the employee's ordinary hourly rate.

21.3 Eight Hour Break between Shifts

- (a) 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 (8) consecutive hours off duty between those time, will, subject to this clause, be released after completion of such overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
- (b) If on the instructions of the employer the employee resumes or continues work without having had eight (8) consecutive hours off duty they will be paid at double time (200%) rates until released from duty for such period, and will then be entitled to be absent until they have eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight (8) consecutive hours off duty between the work of successive days.

22. 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 clause 0 (Overtime).
- (b) Where an employee is recalled to work and the payment at overtime rates described in clause 22(a) above does not equal or exceed four (4) hours pay, the employee will be paid four (4) hours pay at the appropriate overtime rates.
- (c) Where an employee is recalled to work a second time, and the recall is within the hours for which payment is already due under clause 22(a) above, the time worked in the first and second recall will be combined for the purposes of calculating the payment due and will be calculated in accordance with clause 22(b) above.
- (d) Where an employee is recalled to work a second time, and the recall is outside the hours for which payment is already due under clause 22(b), the employee will be paid at the appropriate overtime rate in accordance with clause 0 (Overtime). However, where the payment does not equal or exceed three (3) hours pay, then the employee will be paid three (3) hours pay.
- (e) Where an employee is recalled to work a third and subsequent time, payment will be paid at the appropriate overtime rate in accordance with clause 0 (Overtime). However, where the payment does not equal or exceed three (3) hours pay, then the employee will be paid three (3) hours pay.
- (f) Time reasonably spent in getting to and from work will be regarded as time worked.

- (g) An employee who is recalled to work within two (2) hours of their normal starting time will be paid at the overtime rate in accordance with clause 0 (Overtime). However, where the payment does not equal or exceed four (4) hours pay, then the employee will be paid four (4) hours pay.

23. CALL - REMOTE

- (a) An employee who is required to remain on 'remote call' (i.e. on call for duty and allowed to leave the workplace) will receive the allowance payment specified at Schedule 3 (Allowances) of this Agreement.
- (b) Where an employee on remote call is recalled to work they will be paid in accordance with clause 22 (Call Back). This will be in addition to the payment entitlement described in clause 23(a) above.

PART 6 – LEAVE ENTITLEMENTS & PUBLIC HOLIDAYS

24. ANNUAL LEAVE

- (a) Annual Leave is a matter provided for in the NES (Division 6 – Annual 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.
- (b) Annual leave accrues progressively throughout the year and is credited fortnightly.
- (c) Unless specifically stated, the provisions of this clause apply to an employee other than a casual employee.
- (d) Part-time employees accrue and utilise leave entitlements on a pro-rata basis in accordance with clause 10.3 (Part-time employees) of this Agreement.

24.1 Period of 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

(i) A rostered employee who:

1. works for more than four (4) ordinary hours on ten (10) or more weekends; and/or
2. an employee who is regularly rostered to work outside of their ordinary hours as a day worker in accordance with clause 18.1(b) (Hours of work – Day Workers);

for the purposes of this Agreement and the NES, is a shift worker. A shift worker shall accrue, in addition to the four (4) weeks' annual leave prescribed in clause 24.1(a) above, an extra one (1) week of annual leave per year.

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

24.2 Annual leave exclusive of public holidays

- (a) Annual leave taken shall be exclusive of public holidays.
- (b) However, a shift worker, including a part-time shift worker, shall have added to the entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that employee, would have been a rostered day off.
- (c) Notwithstanding clause 24.2(b) above, a part-time rostered employee whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee is rostered to work.

24.3 Annual leave may be taken in more than one period

Annual leave is to be granted and taken in one consecutive period, or any combination of periods agreed between the employer and employee.

24.4 Time of Taking Leave

- (a) An employee is entitled to take annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) prior to the employee being absent from work, the employee has completed a written leave request and the employer has approved that request.
- (b) There is no maximum or minimum limit on the amount of annual leave that the employer may authorise an employee to take.
- (c) An employee will provide a minimum of four (4) weeks' notice of intention to take annual leave. The employer may waive this requirement at their discretion.
- (d) Any authorisation given by the employer permitting an employee to take annual leave during a particular period is subject to the operational requirements of the workplace in respect of which the employee is employed.
- (e) The employer must not unreasonably refuse to authorise an employee to take an amount of annual leave that is credited to the employee.

24.5 Payment in lieu of Annual leave

- (a) An employee may request in writing a payment in lieu of annual leave provided that the employee's accrued leave following payment is at least four (4) weeks.
- (b) Any payment made in lieu of annual leave is to include payment for any applicable leave loading, or projected roster penalties that would have been payable if the leave was taken and not paid in lieu.
- (c) Each agreement to cash out a particular amount of paid annual leave must be by agreement in writing between the parties.
- (d) When considering a request by an employee for a payment in lieu of annual leave, the employer will not approve a request where the employee has not taken a minimum of ten (10) working days' leave (which may be made up of annual leave, long service leave or a combination thereof) in the twelve (12) months immediately preceding the request. The employer may waive this requirement if the employee can demonstrate that there is a pressing domestic or financial necessity underpinning their request.

24.6 Payment for Period of Leave

- (a) When proceeding on annual leave employees are to be paid the amount of wages they would have received in respect of the ordinary hours of work which they would have worked if not for taking leave.
- (b) Payment for annual leave shall be made on the applicable pay day that would have applied if it were not for the period of leave.

24.7 Payment on termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

24.8 Annual Leave Loading

For any period of annual leave an employee is to be paid leave loading, calculated as follows:

(a) Day worker

In addition to their ordinary pay, a day worker will be paid an annual leave loading of 17.5% of the employee's ordinary hourly rate while on annual leave.

(b) Rostered Employee

(i) An employee who, if not taking annual leave would otherwise have worked on a roster, will be paid a loading of 17.5% of the employee's ordinary hourly rate, plus any higher duty allowance or other all-purpose payment to which the employee is entitled.

(ii) However an employee who would have received shift, weekend and Public Holiday penalties had the employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the employee's ordinary hourly rate, then the employee's annual leave loading is to be calculated as an amount equivalent to the shift, weekend and public holiday payments the employee would have received in accordance with the employee's projected shift roster.

24.9 Calculation of Continuous Service

For the purpose of this clause 24 (Annual leave), continuous service is defined in accordance with the requirements of the FW Act.

24.10 Employer Instigated Cancellation of Leave

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

- (g) An employee, on returning to work in response to an employer instigated request, is to be re-credited with one day of 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 unless the employee elects to take the balance of unused leave and re-credited days at a later date.

24.11 Single Day Annual Leave

- (a) 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.
- (b) When an employee takes a single day of annual leave they will be paid annual leave loading and not the penalty rate that would have applied if the employee had worked the day.
- (c) An employee and the 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.

25. PERSONAL LEAVE

- (a) Personal leave is a matter provided for in the NES (Division 7 – Personal/Carer’s Leave and Compassionate 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.
- (b) Unless specifically stated, the provisions of this clause apply to an employee other than a casual employee.
- (c) Part-time employees accrue personal leave progressively and utilise leave entitlements on a pro-rata basis in accordance with clause 10.3 of this Agreement.

25.1 Paid Personal Leave

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

- (a) due to personal illness or injury (sick leave); or
- (b) to provide care or support to a member of the employee’s immediate family or a member of the employee’s household who requires care or support because of personal illness or injury or who requires care or support due to an unexpected emergency (carer’s leave); or
- (c) due to a family violence situation affecting the employee (family violence leave).

25.2 Amount of personal leave

- (a) An employee will accrue up to 13 days (a maximum of 98.8 hours) of paid personal/carer’s leave per year of continuous service.
- (b) An employee will accrue up to 2 days (a maximum of 15.2 hours) of non-cumulative paid family violence leave per year of continuous service.

- (c) An employee's entitlement to paid personal/carer's leave accrues pro-rata based on the employee's ordinary hours of work, and accumulates from year to year.

25.3 Sick leave

An employee who is absent from work because of personal illness, or an injury through accident, is entitled to paid personal leave in accordance with the employee's rostered hours of work, at the employee's ordinary hourly rate exclusive of shift or weekend loadings or overtime subject to the following conditions:

- (a) an employee is not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation;
- (b) the onus is on the employee to demonstrate to the satisfaction of a reasonable person that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed;
- (c) untaken personal leave accumulates from year to year without limitation.

25.4 Carer's leave

- (a) An employee is entitled to take paid carer's leave in respect of a member of the employee's immediate family or household member.
- (b) Employees are entitled to use accrued personal leave as carer's leave to cover absences in circumstances where they need to provide care or support to an immediate family or household member.

25.5 Family Violence Leave

- (a) Family violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member.
- (b) An employee who is supporting an immediate family member or household member in a family violence situation may access family violence leave.

25.6 Evidentiary requirements

- (a) An employee may have up to five (5) personal/carer's leave days per financial year without providing the employer with a medical certificate. All other absences shall be supported by a medical certificate unless the employer has expressly waived this requirement for a particular employee.
- (b) For the purpose of sick leave and carer's leave, where the employer requires an employee to confirm the reason for the absence, the employee will provide a doctor's medical certificate, or in the case of a dental emergency, a dentist's medical certificate.
- (c) Notwithstanding clause 25.6(a) above, medical certificates are required for:
 - (i) all absences of two or more consecutive work days;
 - (ii) all absences immediately before or after a period of approved leave;
 - (iii) all absences that occur during a period of approved paid leave; or
 - (iv) any absence immediately before or after a scheduled day off, including a weekend or public holiday.
- (d) For the purpose of family violence leave, where the employer requires an employee to confirm the reason for the absence, the employee will provide evidence in the form

of an agreed document issued by Tasmania Police, a Court, a Registered Medical Practitioner, a Family Violence Support Service or a Lawyer.

25.7 Notification Requirements

- (a) For the purposes of sick leave, an employee must inform the employer as soon as reasonably practicable and, where possible, no less than two (2) hours prior to the commencement of their rostered shift that they will be absent from work due to a personal illness or injury. The employee must inform the employer of their inability to attend for duty, and as far as is reasonable, advise the nature of the injury or illness (particularly if the illness has transmission implications for residents, clients or staff) and the estimated duration of the absence.
- (b) For the purpose of carer's leave, the employee shall, wherever practicable, give the employer notice prior to the absence or the intention to take carer's leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (c) For the purpose of family violence leave, the employee shall, wherever practicable, give the employer notice prior to the absence or the intention to take family violence leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

25.8 Unpaid Personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care or support for members of their immediate family or household who require care or support because of personal illness or personal injury or because of an unexpected emergency affecting the employee. In the absence of agreement, an employee is entitled to leave for up to two (2) days on each occasion.

25.9 Casual Employees

- (a) Subject to the evidentiary and notice requirements in clauses 25.6 and (d) above, casual employees are entitled to take unpaid carer's leave to provide care or support for members of their immediate family or household who require care or support because of personal illness or personal injury or because of an unexpected emergency affecting the member, or the birth of a child.
- (b) The employer and the employee will agree on the period for which the employee will be entitled unpaid carer's leave. In the absence of agreement, the employee is entitled to leave for up to two (2) days on each occasion.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause (clause 25.9). The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

25.10 Gastroenteritis Outbreak

- (a) All full-time and part-time employees who have served at least 6 months' continuous employment shall be entitled to a maximum of three (3) days Gastroenteritis outbreak leave per year.
- (b) Gastroenteritis outbreak leave is non-cumulative and does not alter the personal leave accrued by the employee.

- (c) To be authorised as Gastroenteritis Leave, the outbreak must be defined by the Tasmanian Communicable Diseases Prevention Unit and the employee will provide either a doctor's medical certificate or Statutory Declaration.

26. COMPASSIONATE LEAVE

Compassionate Leave is a matter provided for in the NES (Division 7 – Personal/Carer's Leave and Compassionate 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.

- (a) An employee (other than a casual employee) is entitled to take up to three (3) days of paid compassionate leave for each permissible occasion when a member of the employee's immediate family or household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life; or dies. The leave may also be taken to spend time with the member of the employee's immediate family or household who has contracted or developed a serious personal illness, or sustained a serious personal injury.
- (b) The employer may grant additional paid compassionate leave where the circumstances justify such additional leave.
- (c) The employer may approve paid compassionate leave for employees who have a significant relationship with 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 have died, where it can be established that a significant relationship exists.
- (d) The employer may require that an employee provide evidence of the illness or injury that would satisfy a reasonable person.
- (e) The compassionate leave for a particular permissible occasion may, where the Employer and the employee agree, be taken over broken periods and need not necessarily be taken as one consecutive period of leave.
- (f) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (g) This clause will have no effect while the period of entitlement to compassionate leave coincides with any other period of entitlement to leave.
- (h) A casual employee will be entitled to take the same leave periods as detailed in this clause (clause 26) as unpaid leave.
- (i) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

27. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental Leave (birth related leave 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) and any Paid Parental Leave scheme paid by the Australia Government.

28. PUBLIC HOLIDAYS

- (a) All employees (other than casual employees) are entitled to Public Holidays in accordance with the *Tasmanian Statutory Holidays Act 2000*.
- (b) Where an employee is required to work on a public holiday which applies at the employee's usual workplace, but the employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the employee's annual leave entitlement, or the employee may elect to take another working day in lieu of that public holiday.

28.1 Payment for working on a public holiday

Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

- (a) **Full-time day workers**
 - (i) A full-time employee day worker who works their ordinary hours Monday to Friday and starts between 6.00am and 10.00am will be paid an additional sum equal to time and a half (150%) for hours worked on a public holiday.
 - (ii) Payment for a public holiday which is taken and not worked will be at the employee's ordinary hourly rate which would have applied had the employee been at work.
- (b) **Part-time day workers**
 - (i) A part-time employee day worker will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
 - (ii) A part-time employee day worker will be paid an additional sum equal to time and a half (150%) for hours worked on a public holiday.
 - (iii) Payment for a public holiday which is taken and not worked will be at the employee's ordinary hourly rate which would have applied had the employee been at work.
- (c) **Rostered employee**
 - (i) If a public holiday is worked by an employee required to work in accordance with a roster they will be paid at the rate of double time (200%) of the ordinary hourly rate as a substitute for any penalty rate and not in addition to.
 - (ii) An employee engaged prior to the commencement of this Agreement who had previously elected to be paid their ordinary hourly rate and in addition have a day added to their annual leave shall continue to have those arrangements preserved during the life of this Agreement.
 - (iii) If an entitlement to payment for public holidays not worked exists payment will be at the employee's ordinary hourly rate.

(d) **Casual employees**

A casual employee who works a shift on a public holiday shall be paid at the rate of double time and a half (250%) of the ordinary hourly rate as substitute for the casual loading and any penalty rate and not in addition to.

29. **COMMUNITY SERVICE LEAVE**

(a) Community Service Leave will be in accordance with the provisions contained 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.

(b) Community Service Leave includes jury service, a voluntary emergency service activity (in accordance with s.109 of the FW Act) or an activity prescribed by the *Fair Work Regulations 2009* (Cth).

(c) With the exception of clauses (d) and (e) below all Community Service Leave is unpaid leave.

(d) **Jury service**

(i) Eligible employees are entitled to receive their applicable ordinary hourly rate for attending Jury Service (limited to 10 days maximum as per the NES).

(ii) The employee shall notify the employer as soon as practical of the date on which they are required to attend for Jury Service. The employee will also provide the employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.

(iii) Upon notification to attend for Jury Service, the employee is required to submit a Leave Application Form.

(e) **Voluntary emergency activity**

To be eligible for this voluntary emergency activity leave, an employee must be a member of a recognised emergency management body and be engaged in an activity that involves dealing with an emergency or natural disaster. This form of leave is generally unpaid and is subject to the provisions of the NES, however, an employee may utilise two days of their paid personal leave entitlement per annum for the purpose of this clause.

30. **LONG SERVICE LEAVE**

Long Service Leave is a matter provided for in the NES (Division 9 – Long 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.

PART 7 – DISPUTE RESOLUTION

31. DISPUTE RESOLUTION PROCEDURE

- (a) If a dispute relates to;
 - (i) a matter arising under the agreement;
 - (ii) the NES (including subsections 65 or 76 of the FW Act);this clause (clause 31) sets out procedures to settle the dispute.
 - (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 31.
 - (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
 - (d) If discussions at the workplace level do not resolve the dispute, then the matter will be referred to the employer’s Chief Executive Officer for discussions aimed at resolving the dispute.
 - (e) Following this, if discussions do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
 - (f) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 1. arbitrate the dispute; and
 - 2. make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
- (g) Union members are entitled to be represented by their union. Non-members are entitled to be represented by a person of their choosing (which may include a Union) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.
 - (h) A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
 - (i) While the parties are trying to resolve the dispute using these procedures:
 - (i) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

- (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
1. the work is not safe; or
 2. applicable work health and safety legislation would not permit the work to be performed; or
 3. the work is not appropriate for the employee to perform; or
 4. there are other reasonable grounds for the employee to refuse to comply with the direction.

PART 8 – MISCELLANEOUS

32. PROTECTIVE CLOTHING

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

33. UNIFORMS

- (a) Employees will be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms.
- (b) An employee, on leaving employment, will return any uniform provided by the employer which is still in use by the employee immediately prior to leaving employment.


34. UNION DELEGATES TRAINING

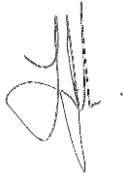
- (a) The unions that are party to this Agreement will advise the employer in writing of the names of elected union delegates.
- (b) The employer will provide up to a maximum of four (4) days of paid union training leave per financial year for the purpose of training union delegates where:
 - (i) a union has requested the union delegate's participation in union training;
 - (ii) a union and/or the union delegate(s) has provided at least six (6) weeks' notice; and
 - (iii) the employer has approved the requested participation. The Employer will not unreasonably refuse approval.
- (c) Leave of absence granted pursuant to this clause (clause 34), shall count as service.

Signatories

Executed as an Agreement

Signatures

SIGNED for and on behalf of	
CORUMBENE NURSING HOME FOR THE AGED INC	
	Signed:
	Date: 05/01/18.....
Signatory name, address and authority to sign:	
Name & Address:	Authority to sign on behalf of Employer:
....Damien Jacobs.....	...Chief Executive Officer.....
13-21 Lower Road, New Norfolk, Tas.....	

SIGNED for and on behalf of the	
THE HEALTH SERVICES UNION, TASMANIA BRANCH	
	Signed:
	Date: ...4 January 2018
Signatory name, address and authority to sign:	
Name & Address:	Authority to sign on behalf of employees:
Timothy Jacobson	...State Secretary
11 Clare Street, New Town Tas 7008

SIGNED for and on behalf of the

THE AUSTRALIAN NURSING AND MIDWIFERY
FEDERATION (TASMANIAN BRANCH)



Signed:

Date: 5 January 2018

Signatory name, address and authority to
sign:

Name & Address:

Emily Shepherd

182 Macquarie Street, Hobart in Tasmania

Authority to sign on behalf of
employees:

Branch Secretary

Schedule 1 – 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 roles performed at this level are:

General and Administrative services	Food services
Trainee 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 roles performed at this level are:

General and Administrative services	Food services	Personal care
Administrative Assistant Laundry hand Cleaner Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)	Food services assistant	Extended Care Assistant – Level 2

Aged care employee—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods 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 sound communication and/or arithmetic skills; and
- requires specific on-the-job training and/or relevant skills training or experience.
- **An admin/clerical employee at this level undertakes a range of basic clerical functions within established routines, methods and procedures.**

Indicative roles performed at this level are:

General and Administrative services	Food services	Personal care
Administrative Officer (unqualified) Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Cook	Extended Care Assistant – Level 3 Leisure and Lifestyle Assistant (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** at Certificate Level and/or relevant skills training or experience.
- **An Extended Care Assistant Level 4 is required to hold a relevant Certificate III qualification**

Indicative roles performed at this level are:

General and Administrative services	Food services	Personal care
Administrative Officer – Level A Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or Cert III or above)	Senior cook (trade)	Extended Care Assistant – level 4 Leisure and Lifestyle Assistant (qualified)

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 Diploma level** and/or relevant skills training or experience.
- An employee who has completed ACFI training in accordance with the employer’s requirements and has been appointed to perform ACFI duties is an Extended Care Assistant Level 5.

Indicative roles performed at this level are:

General and Administrative services	Food services	Personal care
Administrative Officer – Level B	Chef	Extended Care Assistant – level 5

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 assist with the supervision of others;
- 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 Diploma or Advanced Diploma level and/or relevant skills training or substantial experience**.

Indicative roles performed at this level are:

General and Administrative services	Food services	Personal Care
Administrative Officer – Level C Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef	Extended Care Assistant – level 6

Aged care employee—level 7

An employee at this

- 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 **well developed** administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- must require formal qualifications at post-trade or Diploma or Advanced Diploma level and/or relevant skills training or experience.

Indicative roles performed at this level are:

General and Administrative services	Food services	Personal care
Administrative Supervisor Gardener superintendent General services supervisor	Chef /Food services supervisor	Extended Care Assistant – level 7 Program Supervisor

Schedule 2 – Wage Rates

The wages of employees covered by this Agreement will be increased as prescribed below:

- (i) 3.00% from the beginning of the first full pay period commencing on or after 1 July 2017;
- (ii) 2.50% from the beginning of the first full pay period commencing on or after 1 July 2018;
- (iii) 2.50% from the beginning of the first full pay period commencing on or after 1 July 2019.

Schedule 2 - Wage Rates		FFPP on or after 1-Jul-17 3.0%	FFPP on or after 1-Jul-18 2.50%	FFPP on or after 1-Jul-19 2.50%
Classifications		weekly	weekly	weekly
Level 1				
	Services	754.18	773.03	792.36
	Administration	757.32	776.25	795.66
Level 2				
	ECA	779.16	798.64	818.61
	Services	779.16	798.64	818.61
	Administration	788.62	808.33	828.54
Level 3				
	ECA	812.92	833.24	854.07
	Services	809.91	830.16	850.91
	Administration	819.81	840.30	861.31
Level 4				
	ECA	819.35	839.84	860.83
	Services	829.36	850.09	871.34
	Administration	856.65	878.07	900.02
Level 5				
	ECA	848.21	869.41	891.15
	Services	857.27	878.70	900.67
	Administration	870.33	892.09	914.39

Level 6				
	ECA	894.84	917.21	940.14
	Services	902.71	925.28	948.41
	Administration	894.84	917.21	940.14
Level 7				
	ECA	919.76	942.75	966.32
	Services	919.76	942.75	966.32
	Administration	919.76	942.75	966.32

Schedule 3 – Allowances

- The initial allowance increase for 2017 will occur following approval of this Enterprise Agreement
- Allowances for 2018 and 2019 will increase from the first full pay period after 1 July annually and will be based on CPI All Groups - National

Charges for a meal provided by employer (clause 20.3)	
<i>Lunch or evening meal</i>	
two or three courses	\$5.83
single hot or cold main course	\$4.67
other course e.g. soup, sweet	\$4.08
<i>All breakfasts</i>	\$4.08
Foul and Nauseous Linen (clause 17.3) (max per week) where applicable * Note that payment will be as stated or the Award allowance, whichever is the higher.	\$13.33
Call - Remote (clause 23) (per min/hour per 24 hours)	\$0.94 / \$9.58

Corumbene Nursing Home for the Aged Inc. Non-nursing Agreement 2017

We have reviewed this information and provide the following undertakings in relation to Corumbene Nursing Home for the Aged Inc. Non-nursing Agreement 2017:

1. Higher Duties

Corumbene Care undertakes to vary clause in 17.1 (c) to:

17.1 (c) of the Non Nursing Enterprise Agreement 2017 should be replaced with:

An employee engaged as an administrative employee who is directed or pre-approved to perform the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification rate for:

- the time so worked for two hours or less; or
- a full day or shift where the time so worked exceeds two hours.

2. Provision 19.2 of the Corumbene Nursing Home for the Aged Inc. Non Nursing Agreement 2017

Corumbene Care provides that nothing in the undertaking will be taken to reduce the entitlements under provision 19.2 of the Corumbene Nursing Home for the Aged Inc. Non-nursing Agreement 2017.

3. Shift Undertaking– 10:00am and before 1:00pm

Corumbene Care undertakes to make payment for this shift in line with clause in 26.1 (a) of the Aged Care Award 2010 (MA 000018) which states:

Employees working afternoon shift will be paid the following percentage in addition to the ordinary rate for such shift.

- (a)** Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate.

4. Shift Undertaking– 4:00am and before 6:00am

Corumbene Care undertakes to make payment for this shift in line with clause in 26.1 (d) of the Aged Care Award 2010 (MA 000018) which states:

Employees working night shift will be paid the following percentage in addition to the ordinary rate for such shift.

- (d)** Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate.

5. **Broken Shifts**

Corumbene Care undertake to remove the following clause in 19.3 (b):

'The applicable shift allowance rate is determined by the commencement time of the broken shift.'

As such clause 19.3 (b) will read:

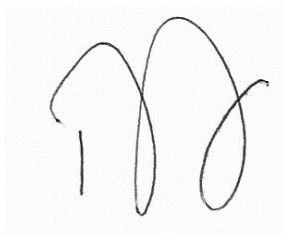
- a. Broken shift for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- b. Broken shifts may be worked by mutual agreement between the employer and the employee(s) concerned and the work performed will be paid at the employee's ordinary hourly rate plus the relevant shift allowance calculated in accordance with clause 19.2 (Afternoon and night shift allowances) for the entire shift.
- c. Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Overtime penalty rates and Shiftwork, with shift allowances being determined by the finishing time of the broken shift.
- d. All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- e. An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

6. **Payment for Overtime**

Clause 21.2 (a) of the Non Nursing Enterprise Agreement 2017 should be replaced with:

- (a) For all time worked in accordance with clause 21.1 above the following overtime rates will be paid:
 - (i) Monday to Friday inclusive - time and one half (150%) for the first two (2) hours and double time (200%) after that;
 - (ii) Saturday - double time (200%);
 - (iii) Sunday - double time (200%);
 - (iv) Public Holidays - double time and one half (250%).
 - (v) An employee required to work in accordance with a roster will be paid double time (200%) for all overtime. However, overtime does not apply where arrangements for a swap of hours have been made between two (2) or more employees at their own instigation.

These undertakings are made by Damien Jacobs, Chief Executive Officer of Corumbene Care.



CHIEF EXECUTIVE OFFICER
Corumbene Care

Annexure A



Corumbene Nursing Home for the Aged Inc. Non-nursing Agreement 2017

We have reviewed this information and provide the following undertakings in relation to Corumbene Nursing Home for the Aged Inc. Non-nursing Agreement 2017:

1. Higher Duties

Corumbene Care undertakes to vary clause in 17.1 (c) to:

17.1 (c) of the Non Nursing Enterprise Agreement 2017 should be replaced with:

An employee engaged as an administrative employee who is directed or pre-approved to perform the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification rate for:

- the time so worked for two hours or less; or
- a full day or shift where the time so worked exceeds two hours.

2. Provision 19.2 of the Corumbene Nursing Home for the Aged Inc. Non Nursing Agreement 2017

Corumbene Care provides that nothing in the undertaking will be taken to reduce the entitlements under provision 19.2 of the Corumbene Nursing Home for the Aged Inc. Non-nursing Agreement 2017.

3. Shift Undertaking– 10:00am and before 1:00pm

Corumbene Care undertakes to make payment for this shift in line with clause in 26.1 (a) of the Aged Care Award 2010 (MA 000018) which states:

Employees working afternoon shift will be paid the following percentage in addition to the ordinary rate for such shift.

- (a)** Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate.

4. Shift Undertaking– 4:00am and before 6:00am

Corumbene Care undertakes to make payment for this shift in line with clause in 26.1 (d) of the Aged Care Award 2010 (MA 000018) which states:

Employees working night shift will be paid the following percentage in addition to the ordinary rate for such shift.

- (d)** Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate.

5. Broken Shifts

Corumbene Care undertake to remove the following clause in 19.3 (b):

'The applicable shift allowance rate is determined by the commencement time of the broken shift'.

As such clause 19.3 (b) will read:

- a. Broken shift for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- b. Broken shifts may be worked by mutual agreement between the employer and the employee(s) concerned and the work performed will be paid at the employee's ordinary hourly rate plus the relevant shift allowance calculated in accordance with clause 19.2 (Afternoon and night shift allowances) for the entire shift.
- c. Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Overtime penalty rates and Shiftwork, with shift allowances being determined by the finishing time of the broken shift.
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 - (v) An employee required to work in accordance with a roster will be paid double time (200%) for all overtime. However, overtime does not apply where arrangements for a swap of hours have been made between two (2) or more employees at their own instigation.

These undertakings are made by Damien Jacobs, Chief Executive Officer of Corumbene Care.



CHIEF EXECUTIVE OFFICER
Corumbene Care