



## DECISION

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

**Queen Victoria Home Inc.**  
(AG2018/5552)

### **QUEEN VICTORIA HOME NON-NURSING ENTERPRISE AGREEMENT 2017**

Aged care industry

COMMISSIONER GREGORY

MELBOURNE, 27 MAY 2019

*Application for approval of the Queen Victoria Home Non-Nursing Enterprise Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Queen Victoria Home Non-Nursing Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Queen Victoria Home Inc.. The Agreement is a single enterprise agreement.

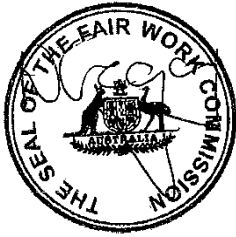
[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[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.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 June 2019. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2018/5552

**Applicant:**

The Queen Victoria Home Inc

**Undertaking- section 190**

I, Julie Manning, Executive Manager People and Culture of Queen Victoria Home Inc give the following undertakings with respect to the *Queen Victoria Home Non-Nursing Enterprise Agreement 2017* ("the Agreement"):

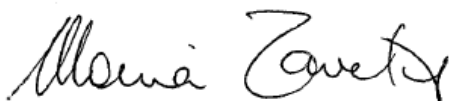
1. I have the authority given to me by Queen Victoria Home Inc to provide this undertaking in relation to this application before the Fair Work Commission.
2. In clause 31 of the Agreement, the reference to 'two weeks' of simultaneous leave will be replaced with 'eight weeks'.
3. Further to clause 39(e) of the Agreement:
  - (a) A Shift worker that works a shift that commences at 10.00 am and before 1.00 pm will be paid a 10% loading;
  - (b) A Shift worker that works a shift that commences at 1.00 pm and before 4.00 pm will be paid a 12.5% loading;
  - (c) Clause (a) and (b) above will not apply where the Shift worker is otherwise entitled to a higher loading under clause 39(e) of the Agreement
  - (d) Employees who work less than 38 hours per week will only be entitled to the additional rates under clause (a) and (b) above where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm
4. Further to clause 30(g) untaken TOIL must be paid out at the overtime rate applicable to the overtime when worked:
  - (a) if the employee requests to be paid for the TOIL;
  - (b) if the TOIL is not taken within 6 months after the overtime is worked;
  - (c) on termination of employment.
5. Clause 23 of the Agreement is deleted and replaced with:
  - (a) An employee engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.
  - (b) This will apply whether or not an employee works in accordance with a roster.
6. The following clauses from the *Social, Community, Home Care and Disability Services Industry Award 2010* will apply to Home Care employees:
  - (a) Clause 20.2 (Clothing and equipment);
  - (b) Clause 20.4 (First aid allowance); and
  - (c) Clause 20.7 (Heat allowance).

7. A Home Care employee will not be required to:

- (a) work in 24 hour care as specified in clause 25.8 of the *Social, Community, Home Care and Disability Services Industry Award 2010*; or
- (b) work under an on-call arrangement as specified in clause 20.9 of the *Social, Community, Home Care and Disability Services Industry Award 2010*.

**Employer name:** Queen Victoria Home Inc

**Authority to sign:** Chief Executive Officer

**Signature:** 

**Date:** 29/4/19.

# Queen Victoria Home

## Non-Nursing

### Enterprise Agreement 2017

**Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.**

**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.**

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## 1. Title

This Agreement shall be referred to as, *Queen Victoria Home Non-Nursing Enterprise Agreement 2017* and throughout is referred to as the Agreement.

## 2. Scope of Agreement

This Agreement shall apply to The Queen Victoria Home Inc., in respect of the employment by the employer of employees contained within this agreement.

## 3. Agreement Parties

The parties to this agreement are as follows:

- (a) The Queen Victoria Home Inc. ('the employer');
- (b) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement;
- (c) The Health Services Union, Tasmania Branch ('the Union');
- (d) The Australian Nursing and Midwifery Federation (the Union').

## 4. Date and Period of Operation

This agreement will be operational on the seventh day after the date specified on the notice from Fair Work Commission.

The Agreement shall remain in force until 30<sup>th</sup> June 2020, unless terminated or varied by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.

## 5. Relationship to the NES

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

## 6. Supersession and Severance Provisions

- (a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the *Fair Work Act 2009*. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- (c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- (d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.



## 7. Purpose of Agreement

The key purpose of the Agreement is to achieve a stable industrial relations framework at the enterprise level of The Queen Victoria Home Inc in order to assist individuals to improve their efficiency, quality of services and business performance.

The Agreement seeks to create an environment where there can be further investment in the future growth and development of aged care services.

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.

## 8. 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.

**"Award"** means the Aged Care Award 2010

**"Casual employee"** means a person who either:

- (a) relieves a full-time or part-time employee; or
- (b) is engaged temporarily for specific duties for a period not exceeding eight weeks.

**"Day shift"** means a shift worked between 6:00am and 6:00pm.

**"Day Worker"** means an employee that works their ordinary hours between 6:00am and 6:00pm, Monday to Friday.

**"De facto partner"** means:

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

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

**"Employer"** means The Queen Victoria Home Inc.

**"Full-time employee"** means a person engaged to work for the full ordinary hours prescribed in Clause 25 - Hours.

**"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.

**"NAPSA"** means a Notional Agreement Preserving a State Award and has the meaning in the Act

**"NES"** means National Employment Standards

**"Night shift"** means a shift commencing between the hours of 4.00pm and 6.00am.

**"Non-rotating roster"** means a roster that does not fulfil all the minimum requirements for a rotating roster in accordance with the definition of rotating roster contained in this clause.

"**Ordinary time rate**" means the weekly salary prescribed in Schedule B for an employee's classification divided by 38 to achieve the hourly rate.

"**Part-time employee**" means a person, other than a full-time employee or casual employee engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

"**Projected roster**" means an employee's normal roster for the period of leave.

"**Roster**" means a work pattern designed for a specific work area for all or any work performed outside the span of ordinary hours contained in Clause 25 - Hours, excluding work performed outside the span of hours and paid in accordance with Clause 30 - Overtime.

"**Rostered employee**" means an employee required to work in accordance with a roster.

"**Rotating roster**" means a roster that requires an employee to regularly rotate between day work, afternoon work and night work or any two combinations of them, subject to the following requirements:

- (a) an employee shall not be required to work night work for more than four weeks; and
- (b) an employee shall not be required to work more than two-thirds of their working time on night work; and
- (c) the daily hours of afternoon or night work allocated to each employee at any one time shall continue for at least five successive afternoons or nights.

"**Shift Worker**" means an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker and/or who works for more than four ordinary hours on 10 or more weekends.

"**Show Day**" means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.

"**Spouse**" includes former spouse.

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

## **9. Additional Available Hours**

Queen Victoria Home Inc understands that part time employees may want to work additional hours from time to time. The Queen Victoria Home Inc., where safe, practicable and reasonable, will give priority to permanent part time employees to increase additional hours when other employees are on any form of leave.

## **10. Annual Leave**

Annual Leave is a matter provided for in the NES.

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) Period of Leave**

#### **(i) Full-Time Employees**

A full-time employee will be allowed the following annual leave after 12 months continuous service (less the period of annual leave):

All employees                      152 hours

This leave is to be available annually.

#### **(ii) Part-Time Employees**

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

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

Part-time hours worked per annum  
(including any period of annual leave) x Full-time leave entitlement

Full-time hours per annum x 1

(b) Additional Annual Leave for Shift Workers

(i) Shift Workers

Shift Workers as specified in the definition will be entitled to an additional week of annual leave based on the number of ordinary hours worked in the leave year.

This additional week of annual leave to be taken as part of the normal leave approval process.

(c) Public Holidays with Pay

(i) For employees who do not work on a roster, the period of annual leave excludes any holidays with pay to which the employee is entitled. If a holiday with pay falls within an employee's period of annual leave and is on a day that the employee would have been at work the employee will be paid the applicable public holiday rate of pay.

(ii) For employees required to work in accordance with a roster, the employees will be paid the appropriate rate of pay for a public holiday.

(d) Time of Taking Leave

(i) Paid annual leave may be taken for a period agreed between an employee and their employer.

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

(e) Payment in Lieu of Annual Leave

Payment in lieu of annual leave may only be as allowed by the NES.

(f) Payment for Period of Leave

(i) An employee, before going on annual leave or additional leave provided for in sub-clause (b) above will be paid the amount of ordinary time wages they would have received had they not been on leave.

(ii) In addition to the entitlement provided for in paragraph (i) above, an employee will be paid the ordinary time rate of pay plus a loading of 15 percent for any public holiday leave provided for in paragraphs (ii) of sub clause (c) above.

(iii) Payment will be made not later than 12 noon on the last day of work prior to going on leave.

(iv) If, when the employment 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.

(g) Accrual of Leave

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

(h) Annual Leave Allowance

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

- (i) For an employee not working on a roster, 17.5 per cent of their classification rate immediately prior to going on annual leave plus, where applicable, any 'all purpose' payment payable to the employee concerned; or
- (ii) For an employee working on a roster, the wages equivalent to that which they would have received in accordance with their projected roster.
- (iii) However, if an allowance of 17.5 per cent in addition to the ordinary time rate of pay is greater than the projected roster, then the employee will be entitled to the provisions of paragraph (i) above and not the projected roster.

(i) Calculation of Continuous Service

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

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

(j) Employer Instigated Cancellation of Leave

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

Any claims must be verified by the production of receipts or other forms of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation to which the payment was made, stating the amount which is not recoverable.

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

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

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

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to support the claim.

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

Provided that an employee may elect to take the balance of unused leave and re-credited

days at a later date.

- (k) Single Day Annual Leave
  - (i) Where agreed an employee may take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed.
  - (ii) An employee and employer may agree to defer payment of the annual leave loading on single day absences, until at least five consecutive annual leave days are taken.
  - (iii) An employee or the employees may choose to have representation or support to represent their interests in negotiations referred to in paragraph (i) above.

## **11. Bereavement (Compassionate) Leave**

### **(a) Paid Leave Entitlement**

An employee will on the death of a member of the employee's immediate family, or a member of the employee's household, be entitled to apply to the employer for paid leave of up to three days. Payment will be for the ordinary number of hours the employee would have worked during the period of bereavement leave.

Proof of such death, in the form of a death notice or other written evidence, will be provided to the employer on request.

Where the period of bereavement leave falls on an employee's rostered days off, this clause does not apply.

Provided that, an employee who is required to travel interstate, shall be entitled to five days paid bereavement leave.

All employees entitled to paid bereavement leave are entitled to claim bereavement leave when they are on Annual Leave.

### **(b) Unpaid Bereavement (Compassionate) Leave**

An employee may take unpaid bereavement leave by agreement with the employer and in line with the NES.

### **(c) Casual Employees**

- (i) Subject to the evidentiary requirements in sub clause (a), casual employees are entitled to unpaid bereavement leave upon the death of an immediate family or household member.
- (ii) The employer and the employee will agree on the period for which the employee will be entitled to this bereavement leave. In the absence of agreement, the employee is entitled to up to two days leave per occasion.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed their entitlement to bereavement leave. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **12. Buddy/Orientation Shift Allowance**

An employee who is required to act as a buddy as part of their role and responsibilities on each shift to assist in the training and/or orientation of new employees, trainees and/or student placement shall be paid the below allowance, subject to the following:

- (a) The buddy shift must be approved by the employer;
- (b) The employee agrees to act as a buddy and;
- (c) The employee will be required to provide feedback to the person in charge on the outcomes of the

shift.

The allowance shall be \$5.35 per shift.

Employees who are specifically required as part of their position description/classification to perform the majority of their role as an educator shall not receive the allowance.

### **13. Call Back and Call Remote**

Under no circumstances will employees be called back or required to remain on 'remote call'.

### **14. Casual Employees**

A casual employee for working ordinary time will be paid per hour 1/38th for employees of the relevant weekly wage rate for the work performed, plus a loading in lieu of annual leave, personal leave and holidays with pay.

Casual employees' will be employed by the hour and with a minimum of two hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to work.

The casual loading will be 25%.

#### **Casual Conversion**

- (a) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
  - (i) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
  - (ii) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
- (b) The employer may consent to or refuse the request but, shall not unreasonably withhold agreement to such a request.
- (c) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

### **15. Ceremonial Leave**

An employee who is legitimately required by Aboriginal or Torres Strait tradition to be absent from work for an Aboriginal or Torres Strait ceremonial purpose will be entitled to up to 10 days unpaid leave in any one year, with the approval of the employer.

### **16. Community Service Leave**

Community Service Leave is a matter provided for in the NES. 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 who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in voluntary emergency management activity during normal working hours may be entitled to paid leave on application to the Employer.
- (b) Community Service Leave arrangements apply in respect to employees who are registered volunteers with the following emergency service organisations:
  - (i) Tasmania Fire Service;
  - (ii) Tasmanian Ambulance Service;

- (iii) State Emergency Service; and
  - (iv) Other emergency service consistent with the NES definition.
- (c) The leave applies where a registered volunteer is required to respond to an emergency involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (d) An employee shall be granted approval to be absent from duty, so the employee can assist with an emergency situation, providing the following conditions are met:
- (i) the employee has informed the Employer and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
  - (ii) the employee is able without undue disruption to the operational requirements of the Employer to be released to assist in responding to the emergency; and
  - (iii) if required by the Employer, the employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

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

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

(g) Jury Service

An employee is entitled to a maximum of 10 days make-up pay if required to undertake jury service. Make-up pay is the difference between any jury service pay the employee receives (excluding any expense-related allowance) and the employee's base rate of pay for the ordinary hours they would have worked.

## 17. Compassionate Leave

Compassionate Leave is a matter provided for in the NES. Where there is an inconsistency between this Clause (and the Bereavement Leave Clause in this Agreement taken together) 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 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 their life.
- (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 other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to their life, where it can be established that a significant relationship exists.
- (d) The Employer may require that an employee provide reasonable evidence of the illness or injury.
- (e) An employee may take compassionate leave for a particular permissible occasion if the leave is taken to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury.
- (f) 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.
- (g) 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.
- (h) This Clause will have no effect while the period of entitlement to compassionate leave coincides with any other period of entitlement to leave.
- (i) A casual employee will be entitled to take the same leave periods as detailed in sub clause (a) above as unpaid leave.

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.

## 18. Consultation Clause

18.1 If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer will notify the Union and any employees who will be affected by the decision.

- (a) As soon as practicable the employer will then discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (b) The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (c) For the purposes of the discussion the employer will provide the union and relevant employees in writing:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and



- (iii) any other matter likely to affect the employees.
- (d) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (e) As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- (f) The Employer must act in good faith in relation to the consultation process provided in this clause.
- (g) While the process described in this clause is underway, the parties will respect the status quo.
- (h) In this clause:
  - “Good faith” includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
  - “A major change is likely to have a significant effect on employees” if it results in:
    - the termination of the employment of employees; or
    - major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
    - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
    - the alteration of hours of work; or
    - the need to retrain employees; or
    - the need to relocate employees to another workplace; or
    - the restructuring of jobs; or
    - changes to the legal or operational structure of the employer or business.

#### 18.2 Change to a regular roster or ordinary hours of work

- (a) If the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees:
  - (i) the employer must notify the relevant employees of the proposed change; and
  - (ii) subclauses (b) to (g) apply.
- (b) The relevant employees may appoint a representative for the purpose of the procedures in this term.
- (c) 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;
 the employer must recognize the representative.
- (d) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion provide to the relevant employees:

- all relevant information about the change, including the nature of the change; and
  - information about what the employer reasonably believes will be the effects of the change on the employees; and
  - information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (g) In this term:  
 “relevant employees” means the employees who may be affected by a change referred to in sub clause (18.1).

## 19. Contract of Employment

- (a) All employees not employed as a casual employee will be employed by the fortnight.
- (b) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (c) An employee (other than a casual employee), is entitled to be paid, including any overtime and other penalty rates, if:
- (i) as a result, on an action by the employer, the employee does not work for the maximum number of ordinary working hours specified in this Agreement (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and
  - (ii) the employee is ready and willing to work during those ordinary working hours.
- (d) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure in this Agreement.

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

## 20. Dispute Resolution Procedure

- (a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act, or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If the matter cannot be resolved, a party may refer the dispute to the Fair Work Commission for resolution.
- (c) 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:
  - arbitrate the dispute; and
  - make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

## 21. Flexibility Clause

- (a) The Employer will allow each employee to take up to 5 days annual leave in single day absences. An employee may request the Employer to take up to 10 days annual leave as single days. The Employer may agree to the request, provided the employee and the Employer genuinely agree to the arrangement and the employee is better off.
- (b) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading;
  - (vi) split shifts and
  - (vii) hours of work.
- (c) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph above; and
- (d) The arrangement is genuinely agreed to by the employer and employee.
- (e) 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*; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.

- (f) 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:
    - the terms of the enterprise agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - 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
    - states the day on which the arrangement commences; and
    - the employer must give the employee a copy of the individual agreement within 14 days after it is agreed to.
- (g) 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.
- (h) The Employer shall provide a copy of an employee's flexibility arrangement made under this clause to the union, upon request by the employee.

## **22. Foul and Nauseous Linen**

- (a) An allowance of 0.05% of the employee's ordinary weekly rate per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum of 0.27% of the employee's ordinary weekly rate for work performed in any week.
- (b) For the avoidance of doubt, the allowance described in sub clause (a) is payable on all hours worked by an Extended Care Assistant or Laundry employees.
- (c) All Laundry employees will be paid an amount of \$11.00 per week. Until such time when the amount prescribed in sub clause (a) herein is greater, the greater payment will apply.

## **23. Higher Duties**

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

## 24. Public Holiday with Pay

- (a) All employees (other than casual employees receiving the relevant loading as prescribed in Clause 14) are entitled to the following public holidays with pay:
- Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, or other days that are observed in a region in lieu of or made additional to pursuant to the Tasmanian Statutory Holidays Act 2000 as amended any of the holidays mentioned above.
- (b) Payment for the public holidays with pay mentioned in sub clause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.
- (c) Where an employee who is entitled to a public holiday with pay or a casual employee, is required to work on a public holiday, either for part or the whole of the day they will be paid double time and a half.
- (d) Payments under Clause 24 are instead of any additional rate for shift or weekend work or casual loading, which would otherwise be payable had the shift not been a public holiday.
- (e) Clause 24 does not apply where the employee receives holiday leave in accordance with the Annual Leave Clause in this Agreement in which case an employee will be paid the ordinary hourly rate for each hour worked plus the applicable shift loading per Clause 39 (e).
- (f) An employee required to work on any of the holidays with pay listed in sub clause (a) above, where the public holiday applies at their normal place of work, but because their duties require the employee to work at a place where the public holiday does not apply, will have the time in lieu of the holiday added to their annual leave entitlement.
- (g) Where work commences between 11.00pm and midnight on a public holiday with pay the time worked before midnight will not entitle the employee to the payment detailed in sub clause (c) above.
- (h) Time worked by an employee before midnight on a day preceding a holiday with pay, and extending into the holiday with pay, the time worked before midnight will be regarded as time worked on a public holiday.

## 25. Hours

### (a) Day Workers

The ordinary hours of work are between the hours of 6.00am and 6.00pm, Monday to Friday and;

- (i) Full Time Day Workers that are classified as administrative are to work 38 hours each week over five days in continuous periods, except for a meal break of not more than one hour's duration.
- (ii) Full Time Day Workers other than those classified as administrative are to work 38 hours in five days in continuous periods of eight hours each day, except for a meal break of not more than one hour's duration.
- (iii) However, the spread of hours or daily hours may be altered for all or a section of employees by mutual agreement between the employer and the employee(s) in the area concerned and the relevant union. The Union's agreement will not be unreasonably withheld.
- (iv) Full Time Day Workers that work in excess of 76 hours each fortnight will be paid overtime at the rates outlined in Clause 30 (b).
- (v) Day Workers, both part time and full time, required to work outside the spread of hours specified in 25 (a), other than by agreement, will be paid at the relevant overtime rates.

(b) Shift Workers and Rostered Employees

Regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker and/or who works for more than four ordinary hours on 10 or more weekends.

- (i) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee must not exceed:
  - 8 hours in any one day; or
  - 10 hours in any one day by agreement; or
  - 76 hours in any 14 consecutive days; or
  - 152 hours in any 28-day accounting period.

(c) All employees

- (i) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by the employee or the employer giving the other 14 days (one fortnights) written notice.
- (ii) An arrangement in writing under this sub clause 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.
- (iii) The employer will not use this sub clause to reduce the number of full time equivalent (FTE) staff employed.
- (iv) An employee who wishes to enter into an arrangement under this sub clause must be provided with a copy of this sub clause by the employer prior to the arrangement being effective.
- (v) In the event of the arrangements contemplated by this sub clause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.
- (vi) No employee (or prospective employee) will be required by the employer to work under the terms of this sub clause as a condition of employment or engagement unless by agreement.

## 26. Domestic Violence

The Queen Victoria Home Inc. recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, The Queen Victoria Home Inc. is committed to providing support to victims of domestic violence. This clause only applies to victims of family violence.

(a) Definition of Family Violence

The Queen Victoria Home Inc. accepts the definition of family violence as stipulated in the Family Violence Act 2004 (TAS). This definition includes physical, sexual, financial, verbal or emotional abuse by a spouse or de facto partner.

(b) General Measures

- (i) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer.
- (ii) All personal information concerning family violence will be kept confidential. No information will be kept on an Employee's personal file without their express written permission.

- (iii) The Queen Victoria Home Inc. will identify a contact person who will be trained in family violence and privacy issues.
  - (iv) An Employee experiencing family violence may raise the issue with their manager or the contact person.
  - (v) When requested by the Employee, the contact person will liaise with the Employee's manager on the Employee's behalf and will make recommendations on the most appropriate form of support to provide in accordance with subclauses 26 (c) to (e).
- (c) Leave
- (i) An employee experiencing family violence will have access to up to ten (10) days per year of personal leave at the employee's base rate of pay for medical appointments, legal proceedings and other activities related to family violence. This leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
  - (ii) A part time or full time Employee who supports an immediate family member or household member, as per definitions, experiencing family violence may take carer's leave to accompany them to court, or to mind children.
- (d) Individual Support
- (i) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, The Queen Victoria Home Inc. will approve any reasonable request from an employee experiencing domestic violence for:
    - changes to their span of hours or pattern of hours;
    - job redesign or change of duties;
    - a change to their contact details, such as telephone number or email address to avoid harassing contact;
    - any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.
- (e) An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.

## 27. Long Service Leave

Long Service Leave is a matter provided for in the NES. 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.

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976.

After the completion of 10 years' service leave will continue to accrue at the rate of 4.33 weeks' long service leave in respect of each additional 5 years of continuous employment.

In accordance with the provisions of the Long Service Leave Act 1976 an employee is entitled to pro-rata long service as follows:

- 10 years continuous service or more with their employer, or
- 7 years' service but less than 10 years and be leaving due to illness, incapacity, domestic or other pressing necessity of such a nature to justify termination, or attained the age of retirement, or be an employee whose employment is terminated by his employer for any reason other than the serious and willful misconduct of the employee.

This means an employee will be entitled to access 8.6666 weeks leave after 10 years of service.

## 28. Meals

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

Meals provided on site including overtime, are as referred to in Schedule A Where an employee is required to travel for training or work from their usual place of employment, are away during meal times where a meal is not provided, then upon receipt they will be paid a meal allowance as follows:

Breakfast	\$12.62
Lunch (or midday meal)	\$14.00
Dinner (or evening meal)	\$22.00

No allowance is payable where the employee is able to obtain a meal from the employer.

- (e) Meal Charges

The maximum amount that an employer can charge an employee who is provided with a meal by the employer is \$7.50.

No extra charge is made for beverages, toast, bread, butter or condiments.

## 29. Notice of Termination

- (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 Service
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) If the employee is aged over 45 at the time of being given notice, and has been employed for not less than two years with the employer, the employee is entitled to a further weeks' notice in addition to the relevant notice prescribed in sub clause (a).
- (c) Payment in lieu of notice may be made if all or part of the appropriate 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 this clause shall not apply in the case of dismissal for 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 months of such termination the period of traineeship shall be counted as service in determining any future termination.

(g) Notice of Termination by the Employee

An employee must give a minimum of two weeks' notice of intention to terminate their employment to the employer, unless some other arrangement is mutually agreed between the employee and the employer.

If an employee does not give the period of notice specified in sub clause (g) 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 actual period of notice actually given.

(h) Summary Dismissal

The employer may dismiss an employee without notice for serious misconduct as defined by the Fair Work Regulations and in such cases, wages will be paid only up to the time of dismissal.

(i) Discussions prior to decision to terminate employment

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.

The employee has a right to be represented by a union official and/or any other person of the employee's choice.

(j) Records

Except in the case of serious or willful misconduct, an employee's personnel records relating to either disciplinary procedure, performance management or formal warning will be disregarded where the period of performance management/disciplinary procedure or warning has elapsed without further warning/s. If an employee has a performance management plan, disciplinary procedure or warning in place for a period greater than twelve months then that employee has the right to seek a review of the action in order to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of the employee's choice.

Personnel records will be maintained in line with legislative requirements and any issues will be reviewed in accordance with the dispute resolution procedure.

(k) Job Search Entitlement

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

### **30. Overtime**

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

For the purposes of this clause overtime means:

- (i) For all employees, work in excess of eight hours per day except where ordinary hours are extended in accordance with Clause 25 of this Agreement, in which case it is hours in excess of 10 hours per day.
- (ii) For all employees, work in excess of 76 hours per fortnight or where hours are worked in excess of 152 hours in each 28-day accounting period.
- (iii) For all Day Workers, work outside the span of ordinary hours 6:00am to 6:00pm,

Monday to Friday except where agreement is reached in accordance with the Clause 25 of this Agreement.

- (iv) Unless an agreement has been entered into under the Clause 32 or Clause 30 (a) of this Agreement, a part time Shift Worker or Casual employee who works on a roster, will be entitled to overtime payments for such time worked in excess of their rostered hours on any one day.
- (b) For all time worked in accordance with sub clause (a) above the following overtime rates will be paid:
  - (i) Monday to Friday inclusive – time and one half for the first two hours and double time after that;
  - (ii) Saturday and Sunday – double time;
  - (iii) Holidays with pay – double time and one half;
  - (iv) An employee required to work in accordance with a roster will be paid double time for all overtime. However, overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.
  - (v) Each day's overtime will stand alone.
- (c) Unless the period of overtime is one hour or less, an employee before starting overtime will be allowed a paid meal break of 20 minutes paid at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work. No employee will be required to work more than five hours without a meal break.
- (d) An employee required to work for more than one hour without being notified on the previous day or earlier that they will be required to work overtime, will be supplied with a meal by the employer. Provided that where such overtime work exceeds four hours a further meal will be provided.
- (e) The allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments.
- (f) Except for casual employees, the calculation of the overtime payments provided for in this clause for an employee in receipt of a loading in lieu of sick leave, annual leave and holidays with pay will be based upon the ordinary wage rate contained in this Agreement.
- (g) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent. Where an agreement is made to take time off in lieu of overtime, the agreement may be concluded by agreement or at the request of either the employer or the employee.

Before entering into an Agreement under this sub clause, the employee has the right to consult their union.
- (h) Ten Hour Break between Shifts
  - (i) An employee (other than a casual employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those time, will, subject to this clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
  - (ii) If on the instructions of the employer the employee resumes or continues work without having had ten consecutive hours off duty the will be paid at double time rates until released from duty for such period, and will then be entitled to be absent until they have ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence
- (i) When overtime work is necessary it will, by agreement of both parties and wherever reasonably

practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

### **31. Parental Leave and Related Entitlements**

Other than for special maternity leave, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take maternity and paternity leave for an unbroken period of up to two weeks at the time of the birth of the child.

(a) Use of Other Leave in Conjunction with Parental Leave

An employee may, in lieu of, or in conjunction with parental leave, complete a leave request to request accrued annual leave or long service leave entitlements, subject to business requirements.

(b) Paid Government Parental Leave

Relevant employees must notify the Queen Victoria Home where they are accessing the Government's Parental Leave Entitlements. Requirements will be in line with the Parental Leave scheme as stated or varied by the Government in conjunction with the provisions contained in the National Employment Standards (NES).

To clarify, no parental leave will be paid while a Government Parental Leave scheme is in place nor will any Parental Leave payments be made where an employee has no entitlement to the Government Parental Leave scheme.

(c) Paternity Leave

An eligible employee will receive two weeks paid paternity leave on the basis that they provide to the employer at least ten weeks before each proposed period of paternity leave:

- (i) a certificate from a registered medical practitioner which names their partner, states that they are pregnant and the expected date of confinement, states the date on which the birth took place; and
- (ii) written notification of the dates on which they propose to start and finish the period of paternity leave; and
- (iii) particulars of any period of maternity leave sought or taken by the employee; and
- (iv) may be required to provide a statutory declaration stating the above facts and that during the period of paternity leave they will not take paid employment with another employer.

Provided that the employee will not be in breach of this clause if the failure to give the required period of notice is due to the birth occurring earlier than expected, or other compelling circumstances.

(d) No Government Scheme

In the event that the Australian Government enacts legislation removing Government paid parental leave, then full time and part time employee will be able to access parental leave paid by Queen Victoria Home as follows.

After continuous service an eligible female employee is entitled to be paid the following:

- (i) fourteen (14) weeks maternity leave at the relevant rate; or
- (ii) twenty-eight (28) weeks at half pay.

Part time employees will be paid based on their pro-rata hours.

Where payment of Parental Leave is made by Queen Victoria Home the payments will be at the employee's appropriate classification rate.

## **32. Part Time Employees**

- (a) Part-time employees will be entitled to all conditions prescribed by this Agreement subject to this clause.
- (b) Part-time employees are entitled to annual leave, personal leave and the holidays with pay, with payment at the normal rate of pay. The wage payable per hour will be 1/38th of the relevant weekly wage rate.
- (c) The penalty rates prescribed for employees for work on Saturdays, Sundays are applicable to part-time employees.
- (d) Part-time employees will be provided with a minimum of two hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to work. However, where because of work practices it is inappropriate to apply the conditions of this sub clause, such conditions may be varied by mutual agreement between the employees, the union and the employer.
- (e) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (f) Any agreed variation to the hours of work will be in writing.
- (g) Review of part-time hours: At the written request of a part time employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their agreed hours to be worked then the employee may request in writing for the employer to review the hours and days to be worked. Where agreement occurs, the employment contract shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

## **33. Payment of Annual Influenza Vaccination**

The employer will provide access to influenza vaccination at the employer's premises at no cost to the employee.

## **34 Payment of Wages**

- (a) Wages will be paid by direct deposit into a financial institution nominated by the employee fortnightly and not later than the Thursday of the week of payment.
- (b) Late Payment of Wages
  - (i) Unless it is beyond the control of the employer, an employee is to be paid on the employees' normal pay day. If, due to any action or default of the employer, the employee is not paid on their normal pay day the employee will be paid overtime at the rate described in the Overtime Clause until such time they are paid.  
  
Provided an employee will not receive more than eight hours pay at the rate prescribed in this sub clause in any 24-hour period.
  - (ii) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer will do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employees pay will be delayed.
- (c) Wages Notification to Employees

- (i) On pay day, the employer will state in writing to the employee, the amount of wages to which they are entitled, the amount of tax deductions made, the amount of any other deductions made, and the net amount being paid.
  - (ii) Where the hourly rate, or the number of ordinary hours per week of an employee is changed, or in the case of back monies due, annual leave payment and payment on termination, the employer will state the details separately in writing.
- (d) Where a holiday with pay, falls on a normal pay day wages will be paid on the day prior to that holiday.

### **35. Personal Leave**

Unless specifically stated, the provisions of this clause apply to an employee, other than one engaged as a Casual.

(a) **Paid Personal Leave**

- (i) An employee can take paid sick leave when they are unable to work because of personal illness or injury.
- (ii) An employee can take personal leave to care for or support a member of their immediate family or household who is sick, injured or has an unexpected emergency.

For the purpose of sick leave and carers' leave, where the employer requires an employee to confirm the reason for the absence, the employee is to provide a medical certificate, a certificate from a registered Medicare provider, or a statutory declaration.

Provided that employees are entitled to have five (5) days either as single days or two (2) consecutive days without a certificate, per annum.

Provided further that employees are entitled to have an additional five (5) days of personal/carers leave by providing a statutory declaration, per annum.

Where an employee is on annual leave and is sick, upon receipt of a medical certificate the annual leave will be re-credited, provided that sufficient Personal/Carers leave entitlements exist.

(b) **Amount of personal leave – full time employees**

A full-time employee is entitled to twenty-three days (174.8 hours referenced to a thirty-eight hour week) of personal leave, except that in the first year of employment the entitlement to personal leave is -

- (i) 22 hours and 48 minutes, plus 12 hours and 40 minutes for each completed month of employment.
- (ii) Untaken personal leave accumulates from year to year without limitation.

(c) **Amount of personal leave – part time employees**

Part-time employees are entitled to 23 days personal leave on a pro-rata basis.

(d) **Sick leave (Personal/Carer's Leave)**

An employee who is absent from work because of personal illness, or an injury, is entitled to paid personal leave at the employee's ordinary time rate exclusive of shift or weekend loadings or overtime subject to the following -

- (i) employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation;
- (ii) employees must as soon as practicable (which may be a time after leave has started) inform the employer of their inability to attend for duty, and as far as is reasonable advise the nature of the injury or illness and the estimated duration of the absence;
- (iii) the onus is on employees 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;

- (iv) untaken personal leave accumulates from year to year without limitation.

However, in the first year of service employees are entitled only to 12 hours 40 minutes personal leave for each completed month of service (pro rata for an incomplete month).

If an employee is absent on personal leave on the day immediately before or after an accrued day off the employee must provide a medical certificate in support in respect of the absence.

- (e) Carer's leave

An employee is entitled to take paid carer's leave in respect of a member of the employee's immediate family or household member.

Employees are entitled to use any of their accrued personal leave as carer's leave to cover absences in circumstances where they need to provide care and support to an immediate family member.

- (f) Unpaid Carer's leave

Where an employee has exhausted all paid personal leave entitlements the employer and employee may agree for them to access unpaid personal/carer's leave to provide care or support for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency. The employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to carer's leave for up to two days on each occasion.

### **36. Police Checks**

- (a) Where the employer requires the employee, whether as a result of a legislative requirement or not, to have a Police Check, the employer will cover the cost incurred by an employee.
- (b) Where the employer is in the possession of an employee police check, that police check will not be provided to any third party without the employees express and written permission.

### **37. Professional Development and Study Leave**

- (a) Without limiting its nature and extent professional development includes updating of professional skills, knowledge and techniques; award-bearing courses; agreed activities arising from the appraisal process; employer-initiated activities such as committees, seminars to introduce new developments, methodology, administrative and conceptual changes; and activities for individuals or groups of staff members which have been approved by the employer.

It must be evident that the activity will provide employees with skills/knowledge which will either:

- (i) enable them to better undertake their work; or
- (ii) enhance their career prospects.

Any costs (including but not limited to travel, accommodation and registration fees) approved by the employer prior to the professional development will be reimbursed by the employer upon production of required evidence.

- (b) Training, Development and Career Opportunities

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

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

### 38. 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.

### 39. Roster

- (a) Employees required to work ordinary hours outside the span of hours of 6:00am to 6:00pm, Monday to Friday will work in accordance with a roster established in accordance with this clause.
- (b) Where a roster is established, the roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.
- (c) A roster established under this clause will be a rotating roster unless:
  - (i) the employer and all the employees to be affected agree to a non-rotating roster;
  - (ii) the employer directs an employee(s) to work in accordance with a non-rotating roster.
- (d) In circumstances where a non-rotating roster has been established in accordance with clause 39 (c) (i) the non-rotating roster will not be changed to a rotating roster unless the employer and the majority of employees affected agree.
- (e) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts as follows:
  - (i) afternoon shift - 15%
  - (ii) night shift - 17.5%
- (f) A roster established in accordance with this clause, whether rotating or non-rotating, will:
  - (i) not require an employee to work more than eight hours each day subject to agreement being reached or in accordance with the Hours Clause in this Agreement;
  - (ii) provide for not more than six consecutive days working eight-hour shifts;
  - (iii) not be changed until after four weeks' notice or in the case of an individual employee will not be changed except on one weeks' notice of such change or the payment of two weeks' pay in lieu of notice in accordance with the employee's previous roster;
  - (iv) provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the employee's union, alternative arrangements are made;
- (f) A rostered employee will work their eight-hour day continuously the hours will not be broken.  
However, in an emergency situation the continuous hours may be broken by agreement between the employer and the employee and with the approval of the union. All work performed in excess of a spread of nine hours will be paid at the rate of double time.
- (g) Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, documented in accordance with sub clause (b) above, will be entitled to the provisions of this clause with the following exceptions:
  - (i) Where an employee works by written agreement with the employer they will not

attract a penalty (other than roster loading, Saturday, Sunday and Holiday with Pay penalty) except that any time worked in excess of eight hours per day (unless there is an agreement to extend daily hours to 10 in which case it is 10), 76 hours in a fortnight or 152 hours over 4 weeks will be paid at double time except as provided in the Hours Clause in this Agreement; or

- (ii) Where an employee is instructed to work, they are entitled to overtime payments in accordance with the Overtime Clause of this Agreement.
- (h) Where an employee working on a rotating roster is directed to work on a non-rotating roster against their express wishes, the employee will be paid 30 per cent more than their ordinary hourly rate for the whole period worked. The 30 per cent is in substitution for and not cumulative upon the shift loadings per clause 39 (e).
- (i) Where an employee is directed to work a non-rotating roster, against their express wishes, on a work pattern where the work commences between the hours of 4.00pm and 6.00am the employee will be paid 30 per cent more than their ordinary hourly rate for the whole period so worked. The 30 per cent is in substitution for and not cumulative upon the shift loadings per clause 39 (e).

#### **40. Redundancy Provisions**

Redundancy Entitlements is a matter provided for in the NES. Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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

- (b) Commitment to consult

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

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant or reduce or alter hours that causes a loss of employee's income, the employer agrees to immediately notify the union and to commence a process of ongoing consultation in accordance with Clause 18 of this Agreement.

- (c) Redeployment and Retraining

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

- (i) The Employer will actively explore all internal redeployment opportunities for Employee surplus to requirements.
- (ii) An Employee seeking redeployment may be retrained for an available position on condition that the Employee can demonstrate that he or she possesses the necessary capacity for that position.
- (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 will be made to ensure that an Employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

- (d) Notice of Redundancy

The employer undertakes to provide the maximum possible notice of the need to make a position(s)



redundant or reduce or alter hours which causes a loss of employees' income. In all cases however, the minimum period of notice for employee's subject to termination or reduction or alteration of hours which causes a loss of employees' income, will be as follows:

The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of employee's income is four weeks.

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

(e) Redundancy

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

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

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

(f) Redundancy Package - Voluntary Redundancy

- (i) notice as specified in this clause, or payment in lieu of that notice; and
- (ii) two week's pay for each completed year of service and pro rata for an uncompleted year (unless this results in an amount less than the NES, in which case the NES provision will apply); and
- (iii) payment for all accrued annual leave including leave loading.

(g) Redundancy Package - Involuntary Redundancy

- (i) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:
  - Four (4) week's pay in lieu of notice; and
  - Two (2) week's pay for each year of service or part thereof (unless this results in an amount less than the NES, in which case the NES provision will apply); and
  - Full payment of all accrued annual leave entitlements including leave loading; and
  - Payment of pro rata long service leave after five (5) years of continuous service.

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

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

- (iii) A week's pay shall mean:
  - the hours worked per week as averaged over the previous three months,

excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and

- any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
- loadings (where applicable); and
- any all-purpose work-related allowances.

(iv) Time off to seek other Employment

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

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

(v) Financial Counselling

The employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial adviser agreed to by the employer and the employee.

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

## 41. Salary Packaging and Sacrifice

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

as amended from time to time must be calculated on the wage rate contained in this Agreement as if no salary packaging agreement was in place.

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

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

## **42. Saturday and Sunday work – Rostered Employees**

### **(a) Saturday Work**

Rostered employees for working ordinary hours, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon the 15 or 17.5 per cent roster loading described in the Roster Clause of this Agreement.. The provisions of this sub clause shall not prejudice any right of an employee to obtain alternatively any higher rate in respect of that work by virtue of any provision of this Agreement.

### **(b) Sunday Work**

Rostered employees for working ordinary hours, the major portion of which falls on a Sunday, shall be paid at the rate of double time of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon the 15 or 17.5 per cent roster loading described in the Roster Clause of this Agreement.

### **(c) Where work commences between 11.00pm and midnight on a Sunday the time so worked before midnight shall not entitle the employee to the Sunday rate provided that the time worked by an employee before midnight on a Saturday and extending into Sunday the time worked before midnight shall be regarded as time worked on Sunday.**

## **43. Sleepover Provision**

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

## **44. Superannuation**

### **(a) Superannuation legislation**

(i) Superannuation legislation, including the Superannuation Act 1976, Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.

(ii) The right and obligations in this clause supplement those in the superannuation legislation.

### **(b) Employer contributions**

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

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

### **(d) Voluntary employee contributions**

(i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in sub clause (b).

(ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.

- (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this sub clause no later than 28 days after the end of the month in which the authorised deduction was made.

(e) Superannuation Fund

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

#### 45. Travelling

- (a) An employee required and authorised to use their own vehicle in the course of their duties will be paid an allowance of not less than \$0.78c per kilometre or in accordance with the Australian Taxation Office rates prevailing at the time, whichever is the greater.
- (b) When an employee is involved in travelling on duty, all reasonably incurred expenses in respect of fares, meals and accommodation and all reasonable out of pocket expenses will be met by the employer on production of Tax Invoices or other evidence acceptable to the employer.
- (c) In the case of a Home Care employee where the distance from the employee's home base and the first client or the distance between the last client and the employee's home base is greater than 50 kilometres from the home base, then sub clause (a) will apply for the excess kilometres.

For the purposes of this sub clause the home base will be the confirmed in the employees Letter of Engagement.

#### 46. Uniforms

- (a) Employees, other than Executive Staff, will be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms.
- (b) All uniforms provided by the employer will be laundered free of cost to the employee.
- (c) 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.

#### 47. Union Delegates Rights

- (a) Union delegates or elected workplace representatives upon application in writing and approval by the employer shall be granted paid or unpaid leave.

Provided that the Employer, subject to availability, will offer approved union delegates additional shifts to 'backfill' to prevent loss of wages. For example, if a union delegate is away from the workplace for one shift, the Employer may offer one additional shift to the union delegate, provided a shift becomes available.

- (b) This leave is non-cumulative and is applicable for the purpose of attending courses conducted by an approved training provider that are designed to provide skills and competencies that will assist the delegate contribute to the prompt resolution of disputes and grievances in the workplace, union annual Delegates Conference, participate in the operation of the Union and attend union education and address new employees about the benefits of union membership at the time that they enter employment.

Provided that other delegate or workplace representative rights such as representing members in bargaining, representing the interests of members to the employer and industrial tribunals and consulting with union members and other employees for whom the delegate is a bargaining representative shall be paid time if rostered to work.

- (c) The application to the Employer must be in writing, including the nature, content and duration of the

course to be attended, and normally be provided with a minimum of 14 days' notice of the proposed training.

## **48. Wage Increases**

All employees covered by this agreement will receive increases as stated in Schedule A.

## **49. Workload Management**

The employer has a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employees and the quality of care provided. Each employee has a responsibility to perform to the requirements of their Position Description, if an individual employee feels that the workloads are unreasonably heavy, on a regular basis, they have a responsibility to discuss their concerns with their immediate supervisor or document their concerns on a Feedback Form. If appropriate action is not taken to address the workload issue, the Employee may utilise the dispute resolution procedure within this Agreement.

## **50. Future Negotiations**

- (a) The employer agrees to commence negotiations with the Health Service Union and the Australian Nursing and Midwifery Federation for a new Enterprise Agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (b) Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the agreement, the employer will negotiate in good faith with the relevant Unions.
- (c) Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees

## **51. Home Care Employees**

- (a) Client Cancellation
  - (i) Where a client cancels or changes the rostered home care service, an employee will be provided with notice of a change in roster by 5.00pm the day prior and in such circumstances no payment will be made to the employee. If a full-time or part-time employee does not receive such notice, the employee will receive payment for their minimum specified hours on that day.
  - (ii) The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the employee has the skill and competence to perform the work.

- (b) Vehicle Interior Cleaning

The employer recognises that home care employees should not be disadvantaged by having their personal vehicle soiled or made foul as the result of involuntary actions of a client of the employer, whilst transporting that client as part of a care plan activity.

Where as a result of a client's involuntary actions, primarily unintentional bodily functions, an employee's vehicle is soiled or made foul the employee:

- (i) Is to notify the employer immediately by phone and an incident report outlining the details completed.
- (ii) The employer will direct the employee to the preferred provider for car cleaning.
- (iii) The employee will provide to the employer all receipts showing the associated costs of cleaning the soiling incident.

- (iv) The employer will then reimburse to the employee the receipted costs of cleaning, considered reasonable given the circumstances of the incident, of the vehicle to a maximum value of \$200.
- (v) The reimbursement is to occur in the pay period immediately following provision of receipt(s).
- (vi) To avoid any doubt this clause is not intended to cover panel damages, windscreen chips/cracks or any other damage beyond interior vehicle cleaning.

## Schedule A - Wage Table

An employee engaged or promoted to a position within a classification or level prescribed in this Agreement shall be paid the salary specified as follow (the relevant rate):

Classification	Weekly Rate FFPP* on or after 01/01/17 2.70%	Weekly Rate FFPP* on or after 01/07/18 2.70%	Weekly Rate FFPP* on or after 01/07/19 2.70%
ACE Level One	752.59	772.91	793.77
ACE Level Two	783.63	804.79	826.52
ACE Level Three	814.69	836.68	859.28
ACE Level Four	824.15	846.40	869.25
ACE Level Five	851.92	874.92	898.54
ACE Level Six	897.90	922.14	947.04
ACE Level Seven	914.19	938.88	964.23

\*First Full Pay Period

Examples of positions within classifications	
ACE Level 1	Administration Domestic Assistant - Less than 3 months experience Catering Assistant – Less than 3 months experience
ACE Level 2	Administration Catering Assistant Domestic Assistant Maintenance Officer - No Qualification.
ACE Level 3	Administration Cook Extended Care Assistant - No Cert. III
ACE Level 4	Administration Cook Extended Care Assistant - With Cert. III Leisure & Lifestyle Officer - No Qualification Maintenance Officer - With Qualification.
ACE Level 5	Administration Chef Extended Care Assistant - With Advanced Qualification, Leisure & Lifestyle Officer - With Qualification.
ACE Level 6	Administration Chef Maintenance Officer - With Advanced Qualification.
ACE Level 7	Administration Maintenance Supervisor.

Classification – Home Care Employees	Weekly Rate FFPP* after agreement approval 2.70%	Weekly Rate FFPP* on or after 01/07/18 2.70%	Weekly Rate FFPP* on or after 01/07/19 2.70%
ACE Level Four – Pay Point One	882.70	906.53	931.01
ACE Level Four – Pay Point Two	900.30	924.61	949.57

\*First Full Pay Period

Examples of positions within classifications	
ACE Level 4 – Home Care Employee	Home Care Support Worker



## Schedule B – Classification Descriptors

### Aged Care Employee – Level One

Entry Level:

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
General clerk Laundry hand Cleaner Assistant Gardener	Food Services Assistant

## Aged Care Employee – Level Two

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and Administrative Services</b>	<b>Food Services</b>	<b>Personal Care</b>
General clerk/Typist (between 3 months' and less than 1 years' service) Laundry Hand Cleaner Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 too)	Food services assistant	Personal Care Worker Grade 1

### Aged Care Employee – Level Three

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non-admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non-admin/clerical);
- works under limited supervision, either individually or in a team (non-admin/clerical);
- possesses sound communication and/or arithmetic skills (non-admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non-admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food Services</b>	<b>Personal Care</b>
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance First Aid Certificate	Cook	Personal Care Worker Grade Two Recreational/Lifestyle activities officer (unqualified)

## Aged Care Employee – Level Four

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal Care Worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food Services</b>	<b>Personal Care</b>
Senior Clerk Senior Receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior Cook (trade)	Personal Care Worker Grade Three  Community and Home-Based Care Employees

## Aged care employee-Level Five

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem-solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food Services</b>	<b>Personal Care</b>
Secretary interpreter (unqualified)	Chef	Personal Care Worker Grade Four

## Aged Care Employee – Level Six

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem-solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food Services</b>
Maintenance tradesperson (advanced) Gardener (advanced)	Senior Chef

## Aged Care Employee – Level Seven

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem-solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

<b>General and administrative Services</b>	<b>Food services</b>	<b>Personal care</b>
Clerical Supervisor Interpreter (qualified) Gardener superintendent General service supervisor	Chef/Food Services Supervisor	Personal Care Worker Grade Five

## Declaration and Signatures

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

The Agreement is signed for and on behalf of the parties:

### For the Employer

This Agreement is signed by Ms Moira Laverty in her capacity of Chief Executive Officer of The Queen Victoria Home Inc.

As the Chief Executive Officer of The Queen Victoria Home Inc., Ms Moira Laverty has the authority to sign the Agreement on behalf of the Employer.

Ms Moira Laverty  
Chief Executive Officer  
The Queen Victoria Home Inc.  
13 Milford Street, Lindisfarne, TAS, 7015

Signature:

Moira Laverty

Date:

26/09/18

Witnessed by (Signature)

Bradley Millwood

Witness Full Name

Bradley Millwood

Witness Address

1/25A Elphinstone Road  
Mt Stewart 7000




**For the Unions**

As the Secretary of the Health Services Union, Tasmania Branch, Tim Jacobson has the authority to sign the Agreement on behalf of Employees who are members of HACSU Tasmania and are employed pursuant to this Agreement.

Tim Jacobson  
Secretary  
Health Services Union, Tasmania Branch  
11 Clare Street, New Town, TAS, 7008

Signature:



Date:

27/09/2018

Witnessed by (Signature)



Witness Full Name

JAMES EDDINGTON

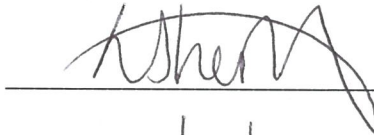
Witness Address

11 CLARE ST.  
NEW TOWN 7008

As the Secretary of the Australian and Nursing Midwifery Federation, Tasmanian Branch, Emily Shepherd has the authority to sign the Agreement on behalf of Employees who are members of the ANMF Tasmania Branch and are employed pursuant to this Agreement.

Emily Shepherd  
Secretary  
Australian Nursing and Midwifery Federation  
182 Macquarie Street, Hobart, TAS, 7000

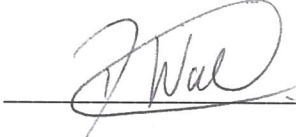
Signature:



Date:

04/10/2018

Witnessed by (Signature)



Witness Full Name

Dawn Watson

Witness Address

525 churchill Ave  
Sandy Bay, Tas 7005

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

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

#### *Major change*

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

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

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2018/5552

**Applicant:**

The Queen Victoria Home Inc

### **Undertaking- section 190**

I, Julie Manning, Executive Manager People and Culture of Queen Victoria Home Inc give the following undertakings with respect to the *Queen Victoria Home Non-Nursing Enterprise Agreement 2017* ("the Agreement"):

1. I have the authority given to me by Queen Victoria Home Inc to provide this undertaking in relation to this application before the Fair Work Commission.
2. In clause 31 of the Agreement, the reference to 'two weeks' of simultaneous leave will be replaced with 'eight weeks'.
3. Further to clause 39(e) of the Agreement:
  - (a) A Shift worker that works a shift that commences at 10.00 am and before 1.00 pm will be paid a 10% loading;
  - (b) A Shift worker that works a shift that commences at 1.00 pm and before 4.00 pm will be paid a 12.5% loading;
  - (c) Clause (a) and (b) above will not apply where the Shift worker is otherwise entitled to a higher loading under clause 39(e) of the Agreement
  - (d) Employees who work less than 38 hours per week will only be entitled to the additional rates under clause (a) and (b) above where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm
4. Further to clause 30(g) untaken TOIL must be paid out at the overtime rate applicable to the overtime when worked:
  - (a) if the employee requests to be paid for the TOIL;
  - (b) if the TOIL is not taken within 6 months after the overtime is worked;
  - (c) on termination of employment.
5. Clause 23 of the Agreement is deleted and replaced with:
  - (a) An employee engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.
  - (b) This will apply whether or not an employee works in accordance with a roster.
6. The following clauses from the *Social, Community, Home Care and Disability Services Industry Award 2010* will apply to Home Care employees:
  - (a) Clause 20.2 (Clothing and equipment);
  - (b) Clause 20.4 (First aid allowance); and
  - (c) Clause 20.7 (Heat allowance).

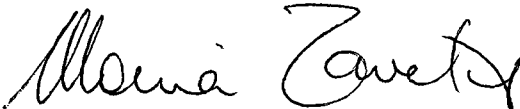
7. A Home Care employee will not be required to:

(a) work in 24 hour care as specified in clause 25.8 of the *Social, Community, Home Care and Disability Services Industry Award 2010*; or

(b) work under an on-call arrangement as specified in clause 20.9 of the *Social, Community, Home Care and Disability Services Industry Award 2010*.

**Employer name:** Queen Victoria Home Inc

**Authority to sign:** Chief Executive Officer

**Signature:** 

**Date:** 29/4/19.