



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Mary Ogilvy Homes Society
(AG2019/896)

THE MARY OGILVY HOMES SOCIETY NURSING & NON-NURSING STAFF AGREEMENT 2018

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 24 MAY 2019

Application for approval of the The Mary Ogilvy Homes Society Nursing & Non-Nursing Staff Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *The Mary Ogilvy Homes Society Nursing & Non-Nursing Staff Agreement 2018 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by The Mary Ogilvy Homes Society. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, 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.

[6] The Australian Nursing and Midwifery Federation, Tasmanian Branch and the Health Services Union, Tasmania Branch being a bargaining representatives for the Agreement, have given notice to be covered by the Agreement under s.183 of the Act. In accordance with s.201(2) of the Act, I note that the Agreement covers the Australian Nursing and Midwifery Federation, Tasmanian Branch and the Health Services Union, Tasmania Branch.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 May 2019. The nominal expiry date of the Agreement is 31 December 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/896

Applicant:
The Mary Ogilvy Homes Society

Undertaking - Section 190

I, John Sattler, Business Manager of The Mary Ogilvy Homes Society give the following undertakings with respect to *The Mary Ogilvy Homes Society Nursing and Non-Nursing Staff Agreement 2018* ("the Agreement"):

1. I have the authority given to me by The Mary Ogilvy Homes Society to provide this undertaking in relation to this application before the Fair Work Commission.
2. Further to clause 3 of the Agreement, the definition of afternoon shift is deleted and replaced with:

Afternoon shift means:

- (a) a shift finishing between 6.01pm and midnight for Nursing Employees;
and
(b) a shift finishing between 6.01pm and midnight for Non-Nursing Employees.

3. Further to clause 13 of the Agreement, the minimum engagement of a full time employee is four hours.
4. Clause 13(c) of the Agreement is deleted and replaced with:

The span of hours specified in subclause 13(b) above may, by agreement between the Employer and the majority of Employees concerned, be altered by up to one hour at either end of the span but cannot be altered to expand the number of hours in the span.

5. Further to clause 17.2, a non-nursing staff shift worker will be paid in accordance with clause 26.1 of the Aged Care Award 2010 where that employee is not entitled to be paid a loading under clause 17.2 of the Agreement.
6. Clause 17.8(c) is deleted and replaced with:

- (i) *Where Employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.*
- (ii) *Employees, other than Casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least ten (10) consecutive hours off duty between those finishing and starting times, shall not be required after the*

completion of the overtime to resume the next day's ordinary hours until they have had ten (10) consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.

(iii) If at the direction of the Employer an Employee resumes or continues work without having had ten (10) consecutive hours off duty as specified in clause 17.8(c)(ii) above, the Employee shall be paid at double time until released from duty and shall then be entitled to ten (10) consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

7. Further to clause 19.3 of the Agreement, all time worked by part time day workers in excess of their rostered hours on any one day (unless a written variation of hours agreement has been entered into as described in clause 11(e)) will be overtime and paid at the appropriate overtime rate of pay.
8. Further to clause 19.6 of the Agreement, untaken time off in lieu must be paid out at the overtime rate applicable to the overtime when worked on termination of employment.
9. Clause 19.7 is deleted and replaced with:

If an Employee is directed to attend work for the purpose of attending a compulsory meeting, they will be paid at their full rate of pay for a minimum of two (2) hours.

10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

21/5/2019
Date

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.

THE MARY OGILVY HOMES SOCIETY NURSING & NON-NURSING STAFF AGREEMENT 2018

This is a Single-Enterprise Agreement as provided by the *Fair Work Act 2009*

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1 TITLE

The Agreement shall be known as The Mary Ogilvy Homes Society Nursing & Non-Nursing Staff Agreement 2018 (**the Agreement**).

2 PARTIES COVERED

This Agreement applies to:

- (a) Australian Nursing and Midwifery Federation, Tasmanian Branch;
- (b) Health Services Union, Tasmania Branch;
- (c) The Mary Ogilvy Homes Society (ABN 62009477481) (**Employer**); and
- (d) Persons employed by the Employer, who performs work in accordance with the Classifications covered by this Agreement in Schedule 2 (**Employees**).

3 DEFINITIONS

For the purpose of this Agreement:

Act means the *Fair Work Act 2009*.

Afternoon shift means:

- (a) a shift finishing between 6.01pm and midnight for Nursing Employees.
- (b) a shift finishing between 7.01pm and midnight for Non-Nursing Employees.

Agreement means this enterprise agreement, The Mary Ogilvy Homes Society Nursing & Non-Nursing Staff Agreement 2018.

Award(s) means any applicable award or agreement and includes those howsoever described in the Act as an award, 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.

Base Rate of Pay has the same meaning as per the NES and means the hourly rate of pay that the Employee receives for Ordinary Hours of Work. The Base Rate of Pay is achieved by taking the specified annualised amount in Schedule 1 divided by 52 to achieve the weekly rate and then divided by 38 rounded to four decimal places.

Casual Employee means an Employee who is engaged on an as is and when is required basis.

Close Call means an Employee being required to be on call for duty and not allowed to leave the workplace.

Day Roster means a roster worked Monday to Sunday:

- (a) between 6.00am and 6.00pm for Nursing Employees.
- (b) between 6.00am and 7.00pm for Non-Nursing Employees.

Day Worker means an Employee whose hours are worked between 7.00am and 7.00pm Monday to Friday.

De facto partner, in relation to an Employee 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 domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the Employee.

Enrolled Nurse means a nurse enrolled as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* as amended.

Full Time Employee means an Employee engaged to work 38 ordinary hours per week.

Full Rate of Pay means the Base Rate of Pay plus any applicable penalty rates, overtime rates, loadings, allowances and any other separately identifiable amounts.

Immediate family the following are members of an Employee's immediate family:

- (a) a spouse, de facto partner (including a same-sex partner), child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

Household the following are members of an Employee's household; any other person who, at or immediately before the relevant time for assessing the Employee's eligibility to take leave, lived in the same dwelling as the Employee.

Night Shift means a shift finishing after midnight and before 8.00am.

NES means the National Employment Standards as provided for by the Act, which represent the minimum standards applying to the employment of each Employee.

Nominated Fund means any complying Superannuation fund of the Health Employees Superannuation Trust Australia (HESTA) or its successor.

Part-Time Employee means an Employee engaged to work less than 38 hours per week, on a regular and systematic basis.

Part-Time Shift Worker means a part-time Employee who holds a position on a Shift Roster as per clause 17.

Registered Nurse means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* as amended.

Regulations means the *Fair Work Regulations 2009*.

Remote Call means an Employee rostered to be available for call but allowed to leave the workplace.

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

Shift Worker means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined in Clause 13(b).

Shutdown means a period where the Employer may close the place, or part of the place, of Employment, and not require work to be performed. The Employer must provide four (4) weeks' notice of such an event or pay the Employees for the period for which they are not required to perform work.

Spouse includes a former spouse.

Trainee Enrolled Nurse means an Employee undergoing an approved training course in enrolled nursing under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* as amended.

Year of Service means 1976 (52 weeks x 38 hours) ordinary hours worked, including paid public holidays and all paid leave.

4 APPLICATION OF AGREEMENT

4.1 Date and Period of Operation

- (a) This Agreement shall come into operation seven days following receipt of a notice issued by the Fair Work Commission.
- (b) The Agreement has a nominal expiry date of 31 December 2022.

4.2 Relationship to the NES

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

provisions in this Agreement otherwise apply and are in satisfaction of the NES.

4.3 Supersession and Severance Provisions

- (a) All existing Awards, 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 Act. 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.

5 DISPUTE SETTLEMENT PROCEDURE

- (a) In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. The Employee is entitled to have a representative, including a union, at any meeting. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) If a dispute about a matter arising under this Agreement or a dispute in relation to the NES or any other work related matter, is unable to be resolved at the workplace, and all appropriate steps under clause 5(a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- (c) The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration including powers under section 595(3) and 739(4) of the Act.
- (d) Where the matter in dispute remains unresolved, the Fair Work Commission

may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

- (e) Alternatively, by agreement between the Employee(s) and Employer, the matter may be brought before another person who is independent of the Employer, Employees or Employee organisations covered by this Agreement.
- (f) An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (g) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- (h) While the dispute settlement procedure is being followed the parties agree to ensure that:
 - (i) prior to the nominal expiry date of this Agreement industrial action does not take place.
 - (ii) the circumstances that existed prior to the dispute prevail.
 - (iii) work is to continue as normal without detriment to any of the parties.

6 FLEXIBILITY ARRANGEMENTS

- (a) An Employer and Employee covered by the Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the Agreement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) allowances;
 - (C) leave loading.
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 6(a); and
 - (iii) the arrangement is genuinely agreed to by the Employer and Employee.

- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act;
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the Employee being better off overall than the Employee would have been if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement;
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
 - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than twenty-eight (28) days of written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing – at any time.

7 CONSULTATION TERM

7.1 Major change

- (a) If the Employer is seriously considering introducing major workplace changes that are likely to have a significant effect on the Employees covered by this Agreement, the Employer must consult with the Employees who will be affected

by the decision and a representative of their choice.

- (b) The Employer must notify the relevant Employees of the decision to introduce the major change.
- (c) The relevant Employees may appoint a representative including a Union for the purposes of the procedures in this clause 7.1.
- (d) If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant Employees and their representative (if any):
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion – provide, in writing, to the relevant Employees and, if requested, to their representative:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Employees; and
 - (C) any other matters likely to affect the Employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.
- (i) In this clause 7.1, relevant Employees mean the Employees who may be affected by the major change.

7.2 Change to 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, the Employer must notify the relevant Employees of the proposed change.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause 7.2.
- (c) If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise 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:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (C) 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 clause 7.2, relevant Employees mean the Employees who may be affected by the change to the regular roster or ordinary hours of work.
- (h) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (i) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

7.3 Notice Board

The Employer is to permit a notice board to be erected in the workplace(s) for the use of Employees.

8 CONTRACT OF EMPLOYMENT

- (a) Employment of full time and part-time Employees is to be by the fortnight.
- (b) Employees will be employed in one of the following categories:
 - (i) Full-time;
 - (ii) Part-time; or
 - (iii) Casual.
- (c) At the time of the engagement the Employer will inform the Employee in writing whether they are employed on a full-time, part-time or Casual basis.
- (d) Employees, other than Casual Employees, are entitled to be paid in respect of any week at their Base Rate of Pay as specified in this Agreement, including shift and weekend loadings and overtime where applicable, if:
 - (i) due to the act, default or order of their Employer they do not work for their full number of ordinary hours; and
 - (ii) they are ready, willing and available to work their full number of ordinary hours in that week.

9 PROBATIONARY PERIOD

- (a) Employment, except for Casual Employees, is subject to a Probationary Period of three (3) months.

- (b) The Probationary Period is a period where both the Employee and the Employer can assess each other's performance, capacity and suitability.
- (c) Where an Employee determines that the Employer has not, for any reason, met their requirements they may inform the Employer at any time during the Probationary Period that they wish to terminate their employment at their own initiative and provide one (1) week's notice of the termination of employment or payment in lieu thereof.
- (d) The Employer shall complete a Probationary Review at any time prior to the conclusion of the Probationary Period and inform the Employee of the outcome of this review under the following terms:
 - (i) Where the Employer has determined that the Employee has satisfactorily completed probation, employment will continue as per this Agreement save for references to the Probationary Period; or
 - (ii) Where the Employer, as a consequence of the Probationary Review, has determined that the Employee has not for any reason met their requirements the Employee will be given one (1) week's notice of the termination of employment or payment in lieu thereof.

10 CASUAL EMPLOYEES

- (a) Each period of casual employment stands alone.
- (b) A Casual Employee must be provided with a minimum of two (2) hours of work for each engagement or paid for a minimum of two hours for each engagement.
- (c) Where an Employer has engaged a Casual Employee in accordance with this clause the Employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time in the case of a Day Roster, and up to six hours before the scheduled commencing time of either an afternoon or night shift. PROVIDED THAT if the minimum notice of cancellation of the engagement is not given the Employee is to be paid three hours pay only.
- (d) A Casual Employee whose engagement is cancelled without the minimum notice specified in 10(c) above and who has incurred child care fees shall, upon providing the Employer with documentary proof of the expenditure so incurred, be reimbursed in full. PROVIDED THAT a claim for reimbursement must be made to the Employer no later than four weeks from the date the expenditure was incurred.
- (e) The notice period for termination of employment of, and by, Casual Employees

is one hour.

- (f) The rate of pay for ordinary hours of work is the Base Rate of Pay, plus a loading in lieu of annual leave, personal leave and public holidays. The loading paid will be 25%. PROVIDED THAT a Casual Employee will not be paid a casual loading for work performed on a public holiday.
- (g) When a Casual Employee is granted permanent shifts, their employment status changes to that of a Part-Time or Full-Time Employee.
- (h) A Casual Employee, in receipt of a loading is entitled to shift penalties as they are provided in the Agreement for afternoon, night and weekend shifts worked. Shift allowances will be calculated on the Base Rate of Pay inclusive of the Casual loading.
- (i) Casual Conversion
 - (i) A Casual Employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - (A) on a full-time contract where the Employee has worked on a full-time basis throughout the period of casual employment; or
 - (B) 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.
 - (ii) A Casual Employee who does not make a request under clause 10(i)(i) within 4 weeks of completing 26 weeks of regular and systematic employment waives the right to make a request under clause 10(i)(i).
 - (iii) The Employer may consent to or refuse the request but shall not unreasonably withhold agreement to such a request.
 - (iv) Casual conversion under sub-clause 10(i) will not apply where a casual has covered absences of permanent staff that are expected to return to work.

11 PART-TIME EMPLOYEES

- (a) Part-Time Employees shall be entitled to annual leave, public holidays and personal leave as prescribed in this Agreement on a pro-rata basis, provided that payment shall be made at the rate normally paid to such Employees for a same period of time worked. The wage rates payable per hour shall be one thirty-eighth of the relevant full-time weekly rate.
- (b) A Part-Time Employee shall accrue annual leave and personal leave on a pro rata basis for each hour (excluding overtime) worked.
- (c) Compassionate leave is able to be taken as per clause 30.7 on each permissible occasion.
- (d) 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.
- (e) Any agreed variation to the hours of work will be in writing.
- (f) The minimum period of each engagement shall be 2 hours.

12 THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH

- (a) The Employer will, with the agreement of a single Employee, implement a thirty-eight hour week in the form of one paid day off in every consecutive period of four working weeks (the 'nineteen day month') for that Employee only.
- (b) The paid day off accrued under the nineteen-day month is to be rostered to fall on a weekday i.e. Monday to Friday, and the Employer will reasonably roster the accrued days off to fall either the day before or the day after the other rostered days off.
- (c) In the calculation of overtime rates, afternoon and night shift allowances, and the additional rates for work performed on Saturdays, Sundays and public holidays the hourly rate shall be the Base Rate of Pay.
- (d) Where on a working day an Employee is absent without pay twenty-four minutes for each such day of absence shall be deducted from payment of the Employee's accrued day off.
- (e) Days of paid absence on public holidays count toward payment of the accrued day off.
- (f) Where an accrued day off falls on a public holiday a substituted accrued day off

shall be granted and taken as soon as possible.

- (g) Where an Employee's employment terminates for any reason, accumulated accrued days off will be paid to the Employee at the Base Rate of Pay.

13 HOURS OF WORK – DAY WORKERS

- (a) The ordinary weekly hours of work for Full Time Employees is thirty-eight.
- (b) The span of ordinary hours of work specified in clause 13(a) above for a Day Worker are to be worked Monday to Friday in continuous periods of eight hours per day between 7.00am and 7.00pm.
- (c) The span of hours specified in sub clause 13(b) above may, by agreement between the Employer and the majority of Employees concerned, be altered for all Employees or a section of the Employees.
- (d) Work performed before 7.00am and after 7.00pm, other than by agreement as provided for in clause 13(c) above, is to be paid at overtime rates as provided for in the overtime clause.
- (e) Make up Time. An Employee may elect, with the agreement of the Employer, to work make-up time under which the Employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours. PROVIDED THAT for the purpose of this clause, where an Employee's ordinary hours of work within the spread of hours 7.00am to 7.00pm have been fewer than thirty-eight in any week, hours worked outside that spread shall be deemed to be part of the Employee's ordinary hours of work.

14 ON-CALL ARRANGEMENTS

14.1 Call back

- (a) An Employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime as follows:
 - (i) for the first recall a minimum payment of four hours; and
 - (ii) for any subsequent recall a minimum payment of three hours.
- (b) Time reasonably spent getting to and from work is to be regarded as time worked.
- (c) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

14.2 Close call

- (a) An Employee may be required by the Employer to remain on close call, for not less than eight hours and not more than 10 hours on any night.
- (b) An Employee required to remain on close call shall:
 - (i) if not required to commence work be paid a minimum payment equivalent to six hours at the Employee's Base Rate of Pay; or
 - (ii) if required to commence work be paid at the relevant overtime rate (double time), provided that such payment shall not be less than the minimum payment specified in clause 14.1 above.

14.3 Remote call

- (a) An Employee rostered to remain on remote call is to be paid \$1.53 for each hour that the Employee is required to be so available, with a minimum payment of \$47.12 per day (i.e. for each 24 hour period or part thereof) when so rostered.
- (b) If an Employee rostered to be on remote call is recalled to work payment is to be as specified in (clause 14.1) above, in addition to the allowance specified in clause 14.3(a) above.
- (c) The Employer will flow on any increase of the Minimum Wage Order by the Fair Work Commission to this Allowance. This flow on will be on a percentage basis.
- (d) Any Allowances negotiated with Employees in excess of those contained in this clause may be absorbed or offset against any Minimum Wage Order increases by the Fair Work Commission.

15 PUBLIC HOLIDAYS

15.1 Entitlement to paid public holidays

- (a) Subject to the provisions of this Agreement, Employees, other than Casual Employees are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day, Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day as well as any day that is made a public holiday in lieu of or additional to these days.
- (b) Payment for public holidays taken and not worked is to be at the rate of pay to which the Employee would have ordinarily received had they worked that day.
- (c) An Employee required to work on a public holiday will be paid at the rate of

double time and a half of the Base Rate of Pay for any time worked.

- (d) Where a Casual Employee is required to work on a public holiday they will not receive the casual loading.

16 HOURS OF WORK – SHIFT WORKERS

- (a) Other than as provided for in clause 16(b) and 16(c) below, the ordinary hours of shift workers are not to exceed:
- (i) 8 in any one day; or
 - (ii) 76 in 14 consecutive days;
- (b) Notwithstanding clause 16(a) above, by agreement between the Employer and a majority of the Employees in a particular ward or ward area, the ordinary hours of work for night shift Employees may be extended to ten per day, to be paid at the appropriate night shift rate.
- (c) Notwithstanding clause 16(a) above, by agreement in writing between an Employer and an Employee, the Employee's ordinary hours of work may be extended to a maximum of ten (10) per day. PROVIDED THAT such an agreement may be discontinued by either the Employer or the Employee giving fourteen days of written notice. PROVIDED FURTHER THAT no Employee or prospective Employee shall be required by the Employer to work under the terms of sub clause 16(c) as a condition of employment except by agreement between the Employer and Employee.
- (d) Subject to this clause 16 shift workers shall by mutual agreement work at such times as required by the Employer. Unless agreed otherwise, an Employee shall not be required to start a shift unless there has been a break of at least nine hours since the Employee's previous shift finished.
- (e) **Daylight Saving.** At the changeover of time consequent upon daylight saving in each year:
- (i) Employees shall be paid for actual time worked irrespective of the length of the shift; and
 - (ii) Employees paid in accordance with clause 16(e)(i) are not entitled to payment for the one hour lost.
- (f) **Make up time.** An Employee may elect, with the agreement of the Employer, to work make-up time under which the Employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

17 SHIFT WORK

17.1 Afternoon and night shift allowances for Nursing Staff

- (a) Nursing staff shift workers are to be paid the following loading on their Base Rate of Pay for working afternoon or night shifts –
 - (i) afternoon shift – 15.0%;
 - (ii) night shift – 30.0%.

17.2 Afternoon and night shift allowances for Non-Nursing Staff

Non-nursing staff shift workers are to be paid the following loading on their Base Rate of Pay for working afternoon or night shifts –

- (a) afternoon shift – 15.0%;
- (b) night shift – 17.5%.

17.3 Saturday Rosters

A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the Employee's Base Rate of Pay, which shall be in substitution of the shift allowance specified in sub clause 17.1 and 17.2 above. PROVIDED THAT this sub clause shall not prejudice any right of an Employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

17.4 Sunday and Public Holiday Rosters

- (a) Shift workers who work on a rostered shift, the major portion of which falls on a Sunday or public holiday, shall be paid the following loadings:
 - (i) Sundays – at the rate of double time of the Base Rate of Pay;
 - (ii) Public holidays – at the rate of double time and a half of the Base Rate of Pay.

PROVIDED THAT these loadings shall be in substitution for, and not cumulative upon, the shift allowance set out in sub clause 17.1 and 17.2 above.

- (b) The time worked before midnight by an Employee on a shift commencing before midnight on a day preceding a Sunday or public holiday and extending into such Sunday or public holiday shall be regarded as time worked on such Sunday or public holiday.

17.5 Broken or split shifts

- (a) Broken shifts may be worked by agreement between the Employer and the

Employee(s) concerned.

- (b) Broken shifts may only consist of two periods, being the first period and the second period.
- (c) Payment for a broken shift will be at ordinary rates and a shift allowance will be paid only on the period that falls within the shift allowances outlined in clauses 17.1 and 17.2 and determined by the finishing time of the broken shift.
- (d) Work performed outside the spread of ten (10) working hours on a broken shift is to be paid at double time.

17.6 Part-Time Shift Workers – work outside Rostered shifts

- (a) This subclause applies to part-time shiftworkers.
- (b) All time worked in excess of their rostered hours on any one day (unless a written variation of hours agreement has been entered into as described in clause 11(e)) will be overtime and paid at the appropriate overtime rate of pay.
- (c) Overtime will also be paid in the following circumstances:
 - (i) For work in excess of eight hours per day except where ordinary hours are extended in accordance with clause 16(b) and 16(c), in which case it is hours in excess of 10 hours per day;
 - (ii) For work in excess of 76 hours in 14 consecutive days.
- (d) Where an Employee is directed to work shifts other than in accordance with this clause the Employee shall be entitled to the overtime payments prescribed by this clause.
- (e) Overtime is to be paid at double time except on public holidays which is to be paid at the rate of double time and a half.

17.7 Rosters

There is to be a shift roster which must:

- (a) Rotation
Make provision for rotation unless all of the Employees concerned desire otherwise.
- (b) Number of shifts
Not roster any Employee to work for more than eight shifts in any nine consecutive days.

(c) Roster period

Stipulate a twenty-eight (28) day roster period which is to include an accrued day off in addition to eight rostered days off.

(d) Minimum number of days off

Make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the Employer and the Employee(s) concerned.

(e) Change to roster

Not be changed without a minimum of four weeks' notice.

PROVIDED THAT by agreement between the Employer and the Employee(s) concerned changes to rosters may occur without the four weeks' notice specified in clause 17.7(e) above. PROVIDED FURTHER that an Employee's place on a roster shall not be changed except with one (1) week's notice of such a change, or payment of the relevant overtime rate.

(f) Relief staff

Staff required to provide relief on accrued days off are to be regarded as shift workers for all purposes of this Agreement except for an entitlement to additional annual leave.

(g) Meal break

(i) A roster must show the time span of Employees' unpaid meal breaks for Employees who have worked for more than four (4) hours. The Employer shall be required to nominate, at the time a shift roster is established, which rosters or shifts will be eligible for a paid meal break after a shift roster has been established, including an unpaid meal break. Paid meal breaks may also apply by mutual agreement.

(ii) The meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift. PROVIDED THAT notwithstanding this clause, agreement may be reached between the Employer and the Employee(s) for different arrangements to allow for special circumstances.

(iii) Meal breaks are unpaid except:

(A) in circumstances where there is only one Registered Nurse on duty, that Registered Nurse shall be entitled to a paid

meal break;

- (B) if an Employee is required to remain at the workplace and may be called upon to return to work during a meal break, in which circumstances the meal break is to be paid;
- (C) a shift worker working in excess of 4 continuous hours per day shall be entitled to a paid meal break of 25 minutes.

PROVIDED THAT where the meal break is paid the overtime provisions relating to work performed during meal breaks does not apply.

- (iv) If a shift working Employee on a paid meal break is interrupted during the meal break by a call to duty, the Employee shall be allowed a meal break as soon as practicable during the remainder of the ordinary working hours. PROVIDED THAT the circumstances in which an Employee is called to duty during a meal break shall be emergency situations or other circumstances where the work required cannot wait until after the meal break has been completed.
 - (v) A day worker who, because of work commitments is unable to take their usual meal break shall, for all work performed during the meal period, be paid at the rate of time and one half of their Base Rate of Pay.
- (h) Handover – Nursing Staff
- (i) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 45 minutes in any twenty-four-hour period is to be paid for handover. PROVIDED THAT if handovers are completed in less than forty-five minutes only the time actually worked shall be paid. PROVIDED FURTHER that if handovers exceed 45 minutes no additional payment shall be made.
 - (ii) Handover time is to be paid at the rate applying to the shift worked by the Employee except that overtime rates shall not apply.

17.8 Overtime

- (a) Payment for overtime
 - (i) No Employees shall receive a shift penalty in addition to the overtime rate.

- (ii) For work performed by full-time and casual shift workers outside the ordinary hours of their shifts, the relevant overtime rate is to be paid provided a minimum of eight ordinary hours has been worked on that day. PROVIDED THAT this payment shall not apply in circumstances where arrangements for a swap of hours has been made between two or more Employees at their own instigation, or due to rotation of shifts, or where hours have been extended to 10 hours by agreement in accordance with clause 16(b) and 16(c). Clause 17.6 provides for arrangements where a part-time shift worker works outside the ordinary hours of their shift.
 - (iii) Work in excess of 76 hours in 14 consecutive days is to be paid overtime.
 - (iv) PROVIDED FURTHER that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.
- (b) Overtime is to be paid at double time except on public holidays which is to be paid at the rate of double time and a half.
- (c) Rest period after overtime
 - (i) Where Employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that Employees have at least eight (8) consecutive hours off duty between the work of successive days.
 - (ii) Employees, other than Casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least eight consecutive hours off duty between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight (8) consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.
 - (iii) If at the direction of the Employer an Employee resumes or continues work without having had eight consecutive hours off duty as specified in clause 17.8(c)(ii) above, the Employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any

ordinary hours working time occurring during such time off duty.

(d) Calculation of overtime

A Casual shift worker who is paid a loading and works overtime is to be paid at double the Base Rate of Pay for any overtime so worked plus casual loading and double time and half on public holidays.

18 MEAL BREAKS

18.1 Meal times – day workers

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

18.2 Work during meal break

- (a) Subject to existing custom and practice, day workers who are directed to work during their usual meal break shall, for all work performed during such period and until a meal break is allowed, be paid at the rate of time and one half of their Base Rate of Pay.
- (b) By arrangement with the relevant day work Employees an unpaid meal break of not less than half an hour and not more than one hour shall be allowed on each day for Employees who have worked in excess of four hours.
- (c) Where Employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the Employees shall be allowed the remainder of the meal break as soon as practicable during the remainder of their ordinary working hours.
- (d) Unless agreed otherwise between the Employer and Employee(s), Employees who are not relieved shall be paid at the rate of time and a half of the Base Rate of Pay for the period of the meal break and until relieved.

18.3 Meal break when required to work overtime

- (a) Unless the period of overtime is one and a half hours or less, an Employee before starting overtime shall be allowed a meal break of twenty (20) minutes which shall be paid for at the Base Rate of Pay. PROVIDED THAT an Employer and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand. PROVIDED FURTHER THAT no Employee shall be required to work more than five hours without a break for a meal.
- (b) An Employee required to work for more than two hours without being notified the previous day or earlier of the requirement to work overtime shall be paid a

meal allowance of \$13.56 or supplied with a meal by the Employer.

18.4 Charges for meal provided by Employer

(a) The maximum amount that shall be charged or deducted where Employees receive a meal from their Employer shall be lunch or evening meal:

(i)	two or three course	\$4.30
(ii)	single hot or cold main course	\$3.30
(iii)	other course (i.e. soup, sweet)	\$3.00
(iv)	all breakfasts	\$3.00

PROVIDED THAT where a meal is provided as above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments. PROVIDED FURTHER THAT the charges specified in sub clause 18.3(b) will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to the Federal Minimum Wage.

19 OVERTIME

19.1 Requirement to work reasonable overtime

(a) Subject to 19.1(b) below an Employer may require an Employee to work reasonable overtime at the overtime rates specified in this Agreement.

(b) An Employee may decline to work overtime if it would result in the Employee working hours which are unreasonable having regard to:

- (i) any risk to the Employee's health and safety;
- (ii) the Employee's personal circumstances including family responsibilities;
- (iii) the needs of the Employer;
- (iv) the notice (if any) given by the Employer of the requirement to work overtime and by the Employee of his or her intention to refuse it;
- (v) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working overtime;
- (vi) the usual patterns of work in the Aged Care Industry;
- (vii) the nature of the Employee's role, and the Employee's level of responsibility;

- (viii) whether the overtime is in accordance with averaging provisions included in this Agreement; and
- (ix) any other relevant matter.

(c) Overtime is not to be worked without the prior approval of the Employer.

19.2 Payment for working overtime by day workers

- (a) For all time worked by a Day Worker in excess of ordinary hours of work, payment, is to be made as follows:
 - (i) Monday to Friday inclusive – time and a half for the first two (2) hours and double time thereafter
 - (ii) Saturday – double time;
 - (iii) Sunday – double time;
 - (iv) Public holidays – double time and one half.

PROVIDED FURTHER that payment for overtime must not in the aggregate exceed the equivalent of double time and a half of an Employee's Base Rate of Pay.

19.3 Part-time Employees - work performed outside spread of hours

- (a) Part-time day workers who work outside the specified spread of hours as specified in clause 13 are to be paid as follows:
 - (i) Monday to Friday inclusive – time and one half for the first two hours, double time thereafter;
 - (ii) Saturday – double time;
 - (iii) Sunday – double time;
 - (iv) Public holidays – double time and a half.

19.4 Director of Nursing/Care

The Director of Nursing/Care is not entitled to payment for overtime. PROVIDED THAT a Director of Nursing/Care who works overtime on rostered nursing duties in excess of her ordinary duties as Director of Care shall be entitled to receive payment for overtime calculated by reference to the Base Rate of Pay for the duties being performed for all time so worked.

19.5 Calculation of overtime to be based on Agreement rates

For Casual Employees receiving a loading in lieu of personal leave, annual leave and public holidays, payment for overtime is to be calculated by reference to the Base Rate

of Pay. That is Time and One Half = 1.75 x Base Rate of Pay, Double Time = 2.25 x Base Rate of Pay,

19.6 Time off in lieu of payment for overtime

- (a) By agreement between the Employer and an Employee, time off in lieu of overtime may be taken at the equivalent overtime rate specified above. PROVIDED THAT such an agreement may be discontinued at the request of either the Employer or the Employee.
- (b) Where time off in lieu of overtime has not been taken within four (4) weeks of its accrual the Employer shall pay the Employee the overtime rates that would have applied if the Employee had not elected to take time off in lieu of that overtime.

19.7 Paid time to attend compulsory meetings

- (a) If an Employee is directed to attend work for the purpose of attending a compulsory meeting, they will be paid a minimum of one (1) hour's pay at the Employee's Base Rate of Pay.

20 WAGE RATES

- (a) The Base Rate of Pay for an Employee shall be equal to or greater than the minimum rates prescribed in Schedule 1, save for any Employee eligible for the Supported Wage System or an Employee entitled to be paid as a Trainee.
- (b) All Employees covered by this Agreement will receive an increase to their annual salary of the greater of the below increases or the minimum wage increase awarded by an FWC Expert Panel per annum for the life of the agreement as follows:
 - (i) from the first full pay period on or after 1 July 2019, the greater of 3% or the minimum wage increase awarded by an FWC Expert Panel.
 - (ii) from the first full pay period on or after 1 July 2020, the greater of 3.25% or the minimum wage increase awarded by an FWC Expert Panel.
 - (iii) from the first full pay period on or after 1 July 2021, the greater of 3.5% or the minimum wage increase awarded by an FWC Expert Panel.
 - (iv) from the first full pay period on or after 1 July 2022, the greater of 4% or the minimum wage increase awarded by an FWC Expert Panel.

Panel.

- (c) For a Full Time Employee, the Base Rate of Pay may be expressed as a weekly or annualised amount.
- (d) Wages shall be paid by Electronic Funds transfer fortnightly (i.e. in arrears) and not later than Thursday into an account nominated by the Employee on pay day unless there are circumstances beyond the control of the Employer.
- (e) Pay day may be changed at the discretion of the Employer provided that the Employer gives at least four (4) weeks' notice of this to the Employees.
- (f) Employees must fill out time sheets.
- (g) Failure to correctly fill out the time sheet may result in unavoidable delays in payroll processing.

21 PAYMENT OF WAGES

For the purpose of this Clause wages means the Base Rate of Pay for ordinary working hours worked to which an Employee is entitled and includes any other payment to which an Employee is entitled under the provisions of this Agreement including allowances, loadings and overtime.

21.1 Time and interval of payment

- (a) Wages are to be paid fortnightly during working hours and not later than Thursday.
- (b) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- (c) The pay day shall not be varied, except after consultation with Employees and an agreed phasing-in period.

21.2 Statement of wages

On or before pay day the Employer is to provide to Employees full written details of the wages being paid in that pay period.

21.3 Deduction of moneys

- (a) Where authorised by an Employee in writing, the Employer is to make deductions from the Employee's wages.
- (b) Where on termination of employment an Employee owes money to the Employer, including the cost of unreturned uniforms and other property of the Employer, the Employer may ask an Employee whether they authorise such

money owed to be deducted from the Employee's final pay. The Employer will not make a deduction without authorisation.

- (c) For the purpose of clarity, owed money is taken to include unrecovered overpaid wages.

21.4 Late payment of wages

- (a) Except in circumstances beyond the control of the Employer, and subject to clause 21.5 below, an Employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid the overtime rate after that quarter of an hour, with a minimum payment of a quarter of an hour, and payment shall continue on that day until the Employee is advised that payment will not be forthcoming on that day.
- (b) Payment at the overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

21.5 Agreed alternative arrangements - no waiting time payment to apply

The provisions for payment of waiting time of clause 21.4(a) and 21.4(b) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and Employee agree to an alternative arrangement in writing for payment to be made. PROVIDED THAT if the Employer fails to make payment of the Employee's wages in accordance with an alternative arrangement provided for under this sub clause, the Employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of clause 21.4(a) and 21.4(b) above until such time as the Employee's wages are paid.

21.6 Payment of wages on termination

- (a) Where employment is terminated summarily, or on giving the prescribed notice, all wages owing shall, where practicable, be paid on the day of termination.
- (b) If payment at the time of termination is not practicable the Employer shall, on the next working day of the pay office arrange for all of the Employee's outstanding pay and entitlements to be paid into the Employee's nominated bank or other financial institution account.
- (c) Except in circumstances beyond the Employer's control, if an Employee's outstanding pay and entitlements upon termination are not paid within the time specified in clause 21.6(a) or 21.6(b) above, any time spent waiting to be paid after the date of termination shall be paid for at the Base Rate of Pay up to a

maximum of 7.6 hours a day for each day that the Employee is kept waiting for payment and shall continue until the time that payment is made.

21.7 Overpayments

- (a) In the event of an overpayment to an Employee where the overpayment has been made in one lump sum the following shall apply.
 - (i) The Employer will negotiate a repayment arrangement with the Employee.
 - (ii) If agreement is reached such agreement will be documented and implemented.
 - (iii) If no agreement is reached the dispute resolution procedure, as outlined in clause 5 will be activated.

PROVIDING THAT except where financial hardship can be proven, and the Employee will be placed in financial difficulties, alternative arrangements can be made by both parties in writing.

- (b) In the event of an overpayment to an Employee where the overpayment has been made over an extended period of time the following shall apply.
 - (i) The Employer will negotiate a repayment arrangement with the Employee.
 - (ii) If agreement is reached such agreement will be documented and implemented.
 - (iii) If no agreement is reached the dispute resolution procedure, as outlined in Clause 5 will be activated.
- (c) In the event of exceptional circumstances the provisions of sub-clause 21.7(a) and 21.7(b) may be waived by agreement between the Employer and the Employee.

21.8 Underpayments

- (a) Where an error has been made by the Pay Office or validating Manager: On request by the Employee, an electronic payment will be made (two pay slips will be issued in the following pay period).
- (b) Where the error was made by the Employee, an 'extra' pay will be made in the following pay period. PROVIDING THAT except where financial hardship can be proven and the Employee will be placed in financial difficulties alternative arrangements can be made by both parties in writing.

22 SUPERANNUATION

- (a) Superannuation contributions for each eligible Employee are to be made to a fund of the Employee's choice as specified in writing by the Employee. The contribution made by the Employer must not be less than in accordance with and as specified in the *Superannuation Guarantee (Administration) Act 1992*.
- (b) Superannuation is paid at the minimum rate of the applicable Superannuation Legislation into an eligible Employee's nominated complying superannuation fund.
- (c) In circumstances where eligible Employees do not inform the Employer of their choice of superannuation fund, as provided for in sub clause 22(a) the Employer will remit the appropriate contributions for such Employees to the Nominated Fund.
- (d) Employees may elect to make voluntary contributions to the same superannuation fund as the Employer makes the superannuation contributions provided for in the *Superannuation Guarantee (Administration) Act 1992* in accordance with the rules of that fund.
- (e) Superannuation contributions shall be made as a minimum, on a monthly basis.

23 SALARY PACKAGING

- (a) Employees' rates of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the Employer's salary packaging program and in accordance with the relevant legislation, and –
 - (i) the Employer is required to offer salary packaging to all Employees by no later than six (6) months after the certification of the agreement;
 - (ii) Employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
- (b) In respect of Employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the Employee was not in the salary packaging scheme.
- (c) Non-salary packaged benefits must be paid for any period in respect of which the Employee is paid salary, including but not limited to absence on worker's compensation, annual or other leave with pay, including long service leave.

- (d) If an Employee on a salary packaging arrangement goes on workers compensation the Employee will receive not less than the entitlements which would have applied if the Employee was not in the salary packaging scheme.
- (e) If an Employee who has entered into a salary packaging arrangement ceases employment with the Employer, the salary packaging arrangement will cease on the date the employment ceases and:
 - (i) all entitlements due to the Employee on termination will be paid at the Employee's Base Rate of Pay;
 - (ii) any outstanding fringe benefits tax or salary packaging benefit held by the Employer, or the Employer's salary packaging agent, on behalf of the Employee, due to the Employee will be paid less any necessary taxation deduction.
- (f) If an Employee has entered into a salary packaging arrangement, superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992*, as amended, must be calculated at the Employee's Ordinary Time Earnings.
- (g) If an Employee has entered into a salary packaging arrangement, annual leave loading entitlements must be calculated at the Employee's Base Rate of Pay
- (h) Employees who have entered into a salary packaging arrangement will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.
- (i) The Employer will advise each Employee in writing:
 - (i) that an Employee's participation in salary packaging is optional and entirely voluntary;
 - (ii) of the Employee's classification level and Base Rate of Pay;
 - (iii) that the Employee is encouraged to consult with a financial adviser before signing a salary packaging arrangement;
 - (iv) that the Employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it;
 - (v) of the right of the Employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the Employee must be provided with a print-out of the relevant

information;

- (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
 - (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the Employer for reasons other than legislative requirements then the Employer must give two (2) months' notice;
 - (viii) that in the event the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated, and Employees' wages will revert to their respective Base Rate of Pay as specified in this Agreement.
 - (ix) that all Agreement conditions other than salary packaging will continue to apply.
- (j) Salary packaging arrangements shall be entered into only in accordance with this Clause.
 - (k) By agreement with the Employer an Employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule 1 of this Agreement, and have that sacrificed amount contributed to a complying superannuation fund of the Employee's choice.
 - (l) Where applicable the provisions of this clause shall apply to salary sacrifice arrangements.
 - (m) Salary increases under this Agreement shall be payable to Employees covered by salary packaging arrangements and such increases are to be applied to Employees' Base Rate of Pay.

24 ALLOWANCES

24.1 Calculation of increases to allowances

Save for any allowances that are expressed as a percentage (%) of a Base Rate of Pay (e.g. clause 24.3) the Employer will flow on any increase of the Minimum Wage Order by the Fair Work Commission to the Allowances. This flow on will be calculated by reference to the percentage increase to the Federal Minimum Wage.

24.2 Higher duties and in charge allowance

- (a) A Nursing Employee who, for a period of three or more consecutive working days, performs the duties of a position higher than those of the Employee's normal position shall be paid the Base Rate of Pay prescribed for the higher position for all time so worked.
- (b) A Non-Nursing Employee engaged in any duties carrying out a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid the higher wage rate for:
 - (i) the time so worked for two hours or less; or
 - (ii) a full day or shift where the time so worked exceeds two hours.
- (c) A registered nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit where a Level 3 nurse is normally employed, shall be paid \$35.57 for each shift worked. PROVIDED THAT the in charge responsibility includes all areas of the facility including catering, domestic and care staff. PROVIDED FURTHER THAT there is no entitlement to this payment if a registered nurse Level 3 or above is rostered for duty at the same time and in the same unit.

24.3 Post graduate qualification allowance

- (a) A registered nurse or enrolled nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows:
 - (i) for a post graduate hospital or post graduate certificate – 4.0% of the Base Rate of Pay;
 - (ii) for a post graduate diploma or a degree other than a undergraduate nursing degree – 6.5% of the Base Rate of Pay;
 - (iii) a masters or a doctorate – 7.5% of the Base Rate of Pay;

PROVIDED THAT an Employee is entitled to payment of only one qualification allowance. PROVIDED FURTHER THAT payment of an allowance under this sub clause is dependent upon the qualification being relevant to the Employee's current area of practice, that the qualification is required by the Employer and that the qualification is used in the performance of the Employee's work.

- (b) A post graduate qualification allowance paid in accordance with this sub clause shall be taken into account in calculating overtime, shift loadings and leave payments.

24.4 Preceptor allowance

- (a) An enrolled nurse, a registered nurse Level 1 or a registered nurse Level 2, who acts as a preceptor, shall be paid an allowance of \$3.56 per hour for all time spent so acting, subject to the following:
 - (i) the preceptor program must be approved by the Employer; and
 - (ii) where an Employer requires an Employee to act as a preceptor the Employer will pay all course fees and provide time off on full pay for the Employee to attend the preceptor course.
- (b) For Employees other than Nursing Staff, who are required to orientate new staff on their shift; will be entitled to receive two (2) free meal vouchers.

24.5 Meal allowance when required to work away from usual workplace

- (a) Where Employees are required to travel away from their usual worksite and are more than sixteen kilometres away from that worksite at their usual meal time - they are to be paid a meal allowance for any meal purchased as follows –
 - (i) breakfast – \$28.87;
 - (ii) lunch or midday meal – \$32.43;
 - (iii) dinner or evening meal – \$55.37.

24.6 Driving licence allowance

An Employee directed by the Employer to drive vehicles requiring a driving licence is to be reimbursed the cost of the driving licence PROVIDED THAT this provision does not apply to Employees who are required to drive only on an occasional basis.

24.7 Allowances and loadings not to be taken into account

- (a) Allowances specified in this Agreement, other than higher duties allowance and post graduate qualification allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.
- (b) Notwithstanding clause 24.7(a), the loading payable to Casual Employees is to be taken into account before calculating rates payable for weekend and afternoon and night shifts, but shall not be taken into account when calculating overtime payments subject to clause 10(h), that is:
 - (i) for Overtime: Time and One Half = 1.75 x Base Rate of Pay, Double Time = 2.25 x Base Rate of Pay.
 - (ii) for Shift Work with No Overtime (e.g. Saturday or Sunday Penalty) = Time and One Half = 1.875 x Base Rate of Pay, Double Time =

2.5 x Base Rate of Pay.

24.8 Tool Allowance

In addition to the wage rates contained in Schedule 1, a Services Employee, Level 5 (as defined) or above who is employed to perform the work of a carpenter shall be paid a tool allowance of \$13.05 per week.

25 TRAVELLING AND EXCESS FARES

25.1 Travel

- (a) Where the Employer has approved intrastate or interstate overnight travel by the Employee, the Employee will be reimbursed for all valid travelling expenses incurred and all reasonable out of pocket expenses associated with such travel.
- (b) Where practicable, the Employee is to provide information including costs relating to travel arrangements, including mode of transport and accommodation bookings, prior to the actual travel.
- (c) Employees required to use their own motor vehicles in connection with the business of the Employer are to be reimbursed on a per kilometre travelled basis at \$0.78.

25.2 Excess Fares

- (a) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.
- (b) An Employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home. PROVIDED THAT sub clause 25.2(a) does not apply to Employees who drive their own vehicles to and from work.

26 NAUSEOUS WORK

- (a) An allowance of \$0.45616 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 a nauseous work allowance will be paid a minimum sum of \$2.46 for work performed in any week.
- (b) The Employer will flow on any increase of the Minimum Wage Order by the Fair

Work Commission to this nauseous work allowance. This flow on will be calculated by reference to the percentage increase to the Federal Minimum Wage.

27 NOTICE OF TERMINATION

27.1 Notice specifying day of termination

- (a) An Employee or the Employer must not terminate an Employee's employment unless they have given the other party written Notice of the day of the termination (which cannot be before the day the Notice is given).
- (b) Notice may be given by:
 - (i) delivering it personally; or
 - (ii) leaving it at the Employee's last known address; or
 - (iii) sending it by pre-paid post to the Employee's last known address.

27.2 Amount of notice or payment in lieu of notice

- (a) An Employee or the Employer must not terminate the Employee's employment unless:
 - (i) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under subsection 27.2(b); or
 - (ii) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee, at the Full Rate of Pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice.
- (b) The minimum period of Notice, other than for an Employee on a probationary period under clause 9, is as follows:

(i)

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

3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

- (ii) In the case of the Employer only, the notice above is increased by one (1) week if the Employee is over 45 years old and has completed at least two (2) years of continuous service with the Employer at the end of the day the notice is given.
- (c) If an Employee who is at least 18 years old does not give the period of notice required under this clause 27.2, then the Employer may deduct from wages an amount that is no more than one week's wages for the Employee with the Employee's authorisation.
- (d) If the Employer has agreed to a shorter period of notice than that required under sub clause 27.2(b), then no deduction can be made under sub clause 27.2(c).
- (e) Any deduction made under sub clause 27.2(c) must not be unreasonable in the circumstances.

27.3 Transmission of business and notice of termination or payment in lieu

- (a) For the purposes of section 22 of the Act, a transferring Employee's period of continuous service includes each period of continuous service of the Employee with an old Employer in the business being transferred (whether or not the old Employer was previously a new Employer in connection with the business).
- (b) However, the Employee's continuous service with an old Employer is disregarded so far as the Employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service.

27.4 Termination Payments

- (a) On termination of employment the Employee will be paid any accrued Annual Leave, Long Service Leave and/or Notice entitlement, subject to having provided the requisite Notice.
- (b) All payments made as a result of termination of employment will occur in accordance with clause 21.6.

27.5 Items Deliverable to the Employer

- (a) Upon request the Employee must, without any further demand, deliver to the Employer:
 - (i) documents in their possession or control relating in any way to any trade secret and/or intellectual property and/or confidential

information, or the business or affairs of the Employer or any member of the Employer's related entity; and

(ii) any Employer property.

(b) Further an Employee is not permitted to retain a copy of documents in clause 27.5(a)(i) above.

27.6 Summary Termination

(a) The Employer may terminate the employment of an Employee without notice i.e. summarily for Serious Misconduct as defined in the Act and Act's Regulations.

(b) In this case the Employee is entitled only to payment for time worked up to the time of termination.

28 REDUNDANCY PAY

(a) An Employee, subject to the exceptions below, is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

(i) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

(ii) because of the insolvency or bankruptcy of the Employer.

(b) The amount of the redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee's Base Rate of Pay for his or her ordinary hours of work:

Redundancy pay period		
Employee's period of continuous service with the Employer on termination		Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks

7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	20 weeks

28.1 Grandfathering provision

Nurses who were employed by the Employer prior to 1 January 2010 and have been continuously employed by the Employer since prior to 1 January 2010, shall be entitled to an uncapped Redundancy Pay of two (2) weeks for every year of continuous employment worked or part thereof instead of the Redundancy Pay table above.

28.2 Variation of redundancy pay for other employment or incapacity to pay

- (a) This section applies if:
 - (i) an Employee is entitled to be paid an amount of redundancy pay by the Employer; and
 - (ii) the Employer cannot pay the amount.
- (b) On application by the Employer, the Fair Work Commission may determine that the amount of redundancy pay is reduced to the amount specified in the determination.
- (c) A determination has effect according to its terms, as set out in section 120 of the Act.

28.3 Exclusions from obligation to pay redundancy pay

- (a) There is no obligation to pay Redundancy Pay above if:
 - (i) An Employees period of continuous service with the Employer on termination is less than twelve (12) months;
 - (ii) An Employee is a Casual Employee;
 - (iii) The Employer obtains other acceptable employment for the Employee;
 - (iv) The situations described in section 122 (Transfer of Employment) of the Act occur;
 - (v) An Employee is employed for a specified period of time or for a specified task;
 - (vi) An Employee is serving a period of probation, or a qualifying period of employment;

- (vii) An Employee whose employment is terminated because of serious misconduct;
- (viii) An Employee is employed as a trainee to whom a training arrangement applies;
- (ix) An Employee is employed as an Apprentice;
- (x) The Employee was otherwise prescribed by the Act or Regulations as an Employee to whom an obligation to pay Redundancy Pay does not apply.

28.4 Transmission of business and redundancy pay

(a) Transferring Employee

The obligation to pay Redundancy Pay does not apply to the termination of a transferring Employee's employment that occurs in connection with the transfer of a business if the new Employer recognises the Employee's service with an old Employer in the business being transferred (whether or not the old Employer was previously a new Employer in connection with the business).

28.5 Employee who rejects offer of employment with new Employer

- (a) The obligation to pay Redundancy Pay does not apply to an Employee in a business being transferred if he or she rejects an offer of employment with the new Employer:
 - (i) on terms and conditions substantially similar to and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the old Employer immediately before the termination of that employment; and
 - (ii) recognising the Employee's service with an old Employer in the business (whether or not the old Employer was previously a new Employer in connection with the business).
- (b) On application by the Employee, the Fair Work Commission may, if satisfied that subclause 28.5(a) operates unfairly to him or her, determine that the old Employer must pay the Employee a specified amount of redundancy pay. The amount must not exceed his or her entitlement under the Redundancy Pay specified in the table above.
- (c) The determination has effect according to its terms.

29 ANNUAL LEAVE

29.1 Period of leave

(a) Day Workers

Full time Employees working a thirty-eight hour week are entitled to 4 weeks (152 hours) annual leave after twelve (12) months continuous service, less the period of annual leave, to be taken in a period of twenty-eight consecutive days, except where otherwise permitted under this Agreement.

(b) Shift Workers

An employee who is a Shift Worker and/or who has worked at least ten weekends (a weekend means work on a Saturday and/or Sunday in any one calendar week) in any one leave year shall be allowed, in addition to the 4 weeks prescribed in sub clause 29.1(a) above, an extra one (1) week (38 hours) annual leave, to be taken in a period of seven (7) consecutive days including non-working days. PROVIDED THAT if an Employee with twelve (12) months' continuous service is engaged for part of that period as a shift worker, the Employee's entitlement to annual leave, in addition to 4 weeks prescribed in sub clause 29.1(a) above, is to be increased by 3.8 hours for each month the Employee has been continuously engaged as a shift worker.

(c) Director of Nursing/Care

The Director of Care is entitled to a period of twenty-five (25) working days annual leave after twelve (12) months continuous service, less the period of annual leave.

29.2 Annual leave exclusive of public holidays

(a) Annual leave taken shall be exclusive of public holidays. If any such holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day, no annual leave will be deducted for that day.

(b) When a full time Shift Worker is on a period of annual leave and a public holiday occurs during that period, then:

- (i) the Employee will be paid 250% of their Base Rate of Pay; and
- (ii) annual leave will not be deducted for that day;

whether or not the public holiday falls on a day which, for that Employee, would have been a rostered day off.

(c) When a part-time Shift Worker is on a period of annual leave and a public

holiday falls on a day on which the Employee is normally rostered to work:

- (i) the Employee will be paid 250% of their Base Rate of Pay; and
- (ii) annual leave will not be deducted for that day.

29.3 Annual leave may be taken in more than one period

Annual leave is to be granted and taken in one consecutive period, or any combination of periods agreed between the Employer and Employee. PROVIDED THAT annual leave taken as single days shall not exceed five (5) in any calendar year.

29.4 Time of taking leave

- (a) Annual leave is to be taken at a time agreed between the Employer and the Employee, and an Employer must not unreasonably refuse to agree to a request. The Employee must give the Employer four (4) weeks' written notice of intention to take annual leave and the Employer shall respond to a request for annual leave within two (2) weeks of receipt.
- (b) The Employer may direct an Employee to take up to a quarter of their annual leave entitlement if:
 - (i) the Employee has an annual leave credit greater than 8 weeks (or in the case of a Shift Worker, has an annual leave credit greater than 10 weeks);
 - (ii) the Employer and the Employee are unable to reach agreement on the taking of the leave; and
 - (iii) the Employee is given at least 8 weeks' notice prior to the date the Employee is required to commence the leave;
 - (iv) The Employer does not require the employee to take any period of annual leave of less than one week;
 - (v) The Employer does not require the employee to take annual leave beginning more than 12 months after the direction is given.
- (c) During a Shutdown Employees are permitted to an election to:
 - (i) take accrued annual leave; or
 - (ii) take leave without pay during any period of shutdown.

29.5 Payment for period of leave

- (a) Before going on annual leave Employees are to be paid the amount of wages they would have received in respect of the ordinary hours of work which they would have worked if not for taking leave, unless otherwise specified by the

Employee.

- (b) Payment for annual leave is to be made not later than 12 noon on the last day of work prior to the Employee going on leave.

29.6 Proportionate leave on termination of employment

If an Employee's employment comes to an end in accordance with the provisions of this Agreement, the Employee is to be paid pro rata annual leave at the Base Rate of Pay plus the leave loading that would have applied under clause 29.7 had the leave been taken during the Employee's employment, as follows:

- (a) Day Workers

For Employees engaged as day workers – 12.67 hours for each month of continuous service (pro rata for an incomplete month);

- (b) Shift Workers

For Employees engaged as shift workers – 15.83 hours for each month of continuous service (pro rata for an incomplete month);

- (c) Part-time Employees

- (i) For part-time Employees – 7.7% of the ordinary hours worked in each month of continuous service (pro rata for an incomplete month);

- (ii) For part-time shift workers – 9.6% of the ordinary hours worked in each month of continuous service (pro rata for an incomplete month).

29.7 Annual leave loading

For any period of annual leave an Employee is to be paid a loading (including on termination), calculated as follows:

- (a) Day Worker

An Employee who, if not taking annual leave would otherwise have worked on day work only, a loading of 17.5% of the Employee's Base Rate of Pay. That rate is to include any higher duty allowance or other all-purpose payment to which the Employee is entitled;

- (b) Shift Worker

An Employee who, if not taking annual leave would otherwise have worked on shift work only, a loading of 17.5% of the Employee's Base Rate of Pay. That rate is to include any higher duty allowance or other all-purpose payment to

which the Employee is entitled. PROVIDED THAT an Employee who would have received shift payments as specified in clause 17 had the Employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the Base Rate of Pay, then the Employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the Employee would have received in accordance with the Employee's projected shift roster.

(c) Maximum period for which loading is payable

The annual leave loading is payable –

- (i) for day workers – on a maximum period in any one leave year of four (4) weeks annual leave;
- (ii) for shift workers – on a maximum period in any one leave year of five (5) weeks annual leave.

(d) Deferral of payment of leave loading

The Employer and an Employee may agree to defer payment of the annual leave loading in respect of single day absences on annual leave until the Employee has taken at least five consecutive days of annual leave.

29.8 Calculation of continuous service

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any Unpaid or Unauthorised absence.

29.9 Annual leave allowed in advance

An Employer may allow an Employee to take annual leave before the Employee has completed twelve months continuous service but, in such circumstances, a further period of annual leave does not begin to accrue until the Employee has completed the period of twelve months continuous service relating to which the leave in advance was granted. No Employee may take more annual leave than they have accrued at the time of taking annual leave.

29.10 Annual leave exclusive of certain other leave

If the period during which an Employee takes paid annual leave includes a period of personal/carer's leave and/or compassionate leave; or a period of absence from employment under community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

29.11 Cashing out of Annual Leave

Annual Leave credited to an Employee may be cashed out by agreement, subject to the

following conditions (refer to section 93 of the Act):

- (a) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;
- (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
- (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

30 PERSONAL AND COMPASSIONATE LEAVE

The provisions of this clause apply to Full-Time and Part-Time Employees but do not apply to Casual Employees, unless otherwise stated (refer compassionate and unpaid carer's leave).

30.1 Purpose of personal leave

Employees other than Casual Employees are entitled to paid personal leave for absences from work:

- (a) because the employee is not fit for work because of a personal illness or injury (personal leave); or
- (b) to provide care or support for an immediate family member, or a member of the Employee's household, who is ill or injured, or due to an unexpected emergency affecting the member and that person requires the Employee's care and support (carer's leave).

30.2 Amount of personal leave – full time Employees

- (a) A full time Employee is entitled to twenty (20) days (152 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 12 hours and 40 minutes for each completed month of employment (pro rata for an incomplete month).
- (b) Untaken personal leave accumulates from year to year without limitation.

30.3 Payment for paid personal, and compassionate leave

The Employer must pay the Employee at the Employee's Base Rate of Pay for the Employee's ordinary hours of work in the period. Accrued personal leave is not payable upon termination of employment.

30.4 Personal leave

- (a) An Employee who is absent from work because of personal illness, or an injury, is entitled to paid personal leave at the Employee's Base Rate of Pay 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 at a time after the leave has started, inform the Employer of his/her inability to attend for duty, and the estimated duration of the absence;
 - (iii) Employees must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 30.1;
 - (iv) the onus is on the Employee to demonstrate to the satisfaction of a reasonable person that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed. The following provisions apply in relation to this matter:
 - (v) Subject to the provision below:
 - (A) An Employee may take up to five single day absences in a fiscal year without the necessity to provide a medical certificate or certificate from a registered Allied Health Professional. This may include one occurrence of up to two (2) consecutive days;
 - (B) Where a medical certificate is normally required, an Employee may submit a statutory declaration or certificate from a registered allied health professional in relation to a further five (5) personal leave days in a fiscal year. This may include one occurrence of up to two (2) consecutive days absence;
 - (C) In all other situations a medical certificate is required.

30.5 Part-time Employees

Part-Time Employees are entitled to personal leave on a pro-rata basis calculated at 0.0767 hours personal leave entitlement for each hour worked.

PROVIDED THAT in determining the amount of leave to which Employees are entitled at any time, other than leave which has been accumulated, the average hours worked per week in the preceding three months shall be used except that where Employees have less than three months' service, the ordinary hours per week for which they were engaged shall be used.

PROVIDED FURTHER THAT in determining the amount of leave to be accumulated for the purpose of sub clause 30.2(b) above, the entitlement shall be based on the average number of hours worked in the year less the amount of personal leave taken.

30.6 Carer's leave

(a) Entitlement

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 or support to an immediate family member (as defined) or member of the Employee's household (as defined) because of illness, injury or unexpected emergency.

(b) Proof of absence

If required by the Employer, Employees are to provide, a medical certificate or some other form of evidence to the satisfaction of a reasonable person that the leave was taken for a reason specified in subclause 30.6(a) (including a statutory declaration or a certificate from a registered Allied Health Professional).

(c) Notifying the Employer of absence on carer's leave

An Employee must give the Employer notice as soon as practicable, which may be a time after the leave has started, of the need for them to take carer's leave, and the estimated period of absence on carer's leave.

(d) Unpaid carer's leave

(i) All Employees are entitled to two (2) days of unpaid carer's leave for each occasion (a permissible occasion) when an Employee's immediate family member, or member of the Employee's household, requires care or support because of:

(A) a personal illness, or personal injury, affecting the member;
or

(B) an unexpected emergency affecting the member.

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

- (A) a single continuous period of up to two (2) days; or
- (B) any separate periods to which the Employee and his or her Employer agree.

PROVIDED THAT an Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carers leave.

30.7 Compassionate leave

- (a) All Employees are entitled to compassionate leave.
- (b) An Employee is entitled to take:
 - (i) up to five (5) days of paid compassionate leave for each permissible occasion when a member of his or her immediate family (as defined) or household (as defined) is suffering from a serious or life-threatening personal injury or illness or dies (**permissible occasion**). The leave can be taken in 5 consecutive days, 5 single days or in distinctly separate periods if the Employer and Employee agree; or
 - (ii) up to seven (7) days of paid compassionate leave for each permissible occasion if the Employee is required to travel interstate (outside of Tasmania) when a member of his or her immediate family (as defined) or household (as defined) is suffering from a serious or life-threatening personal injury or illness or dies. The leave can be taken in 7 consecutive days, 7 single days or in distinctly separate periods if the Employer and Employee agree; or
 - (iii) up to ten (10) days of paid compassionate leave for each permissible occasion if the Employee is required to travel internationally (outside of Australia) when a member of his or her immediate family (as defined) or household (as defined) is suffering from a serious or life-threatening personal injury or illness or dies. The leave can be taken in 10 consecutive days, 10 single days or in distinctly separate periods if the Employer and Employee agree.

PROVIDED THAT for Casual Employees compassionate leave is unpaid leave.

- (c) As with paid personal/carers leave, an Employer can request that an Employee provide reasonable evidence of the illness, injury or death and requirement to travel.
- (d) 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.

31 ADDITIONAL LOCK DOWN LEAVE

- (a) If an Employee is suffering from gastroenteritis or a communicable / contagious illness which includes influenza and is instructed by the Employer to not attend work for a specified period, the Employee is not required to obtain a medical certificate for that period.
- (b) In the event of an outbreak of gastroenteritis at one of the Employer's facilities, an Employee, who contracts gastroenteritis and takes personal leave due to that illness, is entitled to a maximum of three (3) days paid personal leave, per outbreak, in accordance with the provisions of this clause with no reduction in their accrued personal days, under the following conditions:
 - (i) the facility is in declared 'lock down' as per the requirements of the relevant state body; and
 - (ii) the Employee must have worked at the facility during the declared gastroenteritis outbreak.

32 LONG SERVICE LEAVE

- (a) Long Service Leave entitlements are provided in accordance with the *Long Service Leave Act 1976* as amended, which allows 8.66 weeks long service leave in respect of the first ten (10) years of continuous employment and 4.33 weeks long service leave in respect of each additional five (5) years of continuous employment.
- (b) Payment for such long service leave shall include shift penalties and loadings where those components would have been payable under the provisions of the *Long Service Leave Act 1976*.

33 PARENTAL LEAVE

33.1 Unpaid parental leave

Unpaid parental leave is provided for in the NES.

33.2 Paid parental leave

- (a) In addition to unpaid parental leave, a Full Time or Part Time Employee is

entitled to 14 weeks paid parental leave if the Full Time or Part Time Employee:

- (i) meets the same eligibility entitlements as required by unpaid parental leave;
 - (ii) will be the primary carer of the child; and
 - (iii) takes the paid parental leave at the time of the birth or adoption of the child (or other time if agreed by the Employer).
- (b) An eligible Full Time or Part Time Employee who is a non-primary carer is entitled to 2 weeks of paid parental leave to be taken at the time of the birth or adoption of the child (or other time if agreed by the Employer).
- (c) The Paid Parental Leave under clause 33.2(a) is separate to the Federal Government's Paid Parental Leave scheme.

34 COMMUNITY SERVICE LEAVE

Community service leave is provided for in the NES.

35 FIRST AID CERTIFICATES

Employees required as part of their employment to have a current First Aid certificate will be provided with paid time to attend this course. All other costs associated with this course will also be paid for by the Employer.

36 CEREMONIAL LEAVE

- (a) An Employee who is an Aboriginal or Torres Strait Islander, or is a member of another culture or religion will be entitled to leave without pay of up to ten (10) working days in any one calendar year:
- (i) For the purpose of observation of religious occasions; or
 - (ii) Where there is a cultural day of significance to the Employee.
- (b) A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- (c) An Employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- (d) Under normal circumstances the Employee must provide at least 2 weeks' notice in writing (usually by furnishing an 'Application for Leave' form) of the Employee's intention to take leave pursuant to this clause.

37 UNIFORMS

37.1 Uniforms to be provided

- (a) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all Employees who are required by the Employer to wear uniforms.
- (b) If uniforms are not provided as per sub clause 37.1(a), Employees are to be paid in lieu of the uniform.
- (c) If uniforms are not provided, Employees are to be paid an allowance, not subject to loading or penalty addition, of \$7.71 for each week or part thereof on paid employment including periods of approved annual leave. The Employer will flow on any increase of the Minimum Wage Order by the Fair Work Commission to this allowance. This flow on will be calculated by reference to the percentage increase to the Federal Minimum Wage.

38 FAMILY VIOLENCE

38.1 General Principle

- (a) The Mary Ogilvy Homes Society 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 Mary Ogilvy Homes Society is committed to providing support to staff that experience family violence.

38.2 Definition of Family Violence

- (a) Family violence includes physical, sexual, financial, verbal or emotional abuse by a spouse or de facto partner. It is the patterned use or coercive and controlling behaviour to limit, direct and/or shape a person's thoughts, feelings or actions.

38.3 General Measures

- (a) 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.
- (b) All personal information concerning family violence will be kept confidential. No information will be kept on an Employee's personal life without their express written permission.
- (c) The Mary Ogilvy Homes Society will identify a contact person who will be trained in family violence and privacy issues.

- (d) An Employee experiencing family violence may raise the issue with their manager or the contact person.
- (e) 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 sub-clauses 38.4 and 38.5.

38.4 Leave

- (a) An Employee experiencing family violence will have access to ten (10) days per year of paid special leave at the Employee's Base Rate of Pay for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital or to mind children.
- (c) The provisions of this sub-clause 38.4 apply to full-time and part-time Employees only.

38.5 Individual Support

- (a) In order to provide support to an Employee experiencing domestic violence and to provide a safe work environment to all Employees, The Mary Ogilvy Homes Society will approve any reasonable request from an Employee experiencing domestic violence for:
 - (i) changes to their span of hours or pattern of hours;
 - (ii) job redesign or change to duties;
 - (iii) a change to their telephone number or email address to avoid harassing contact;
 - (iv) any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.
- (b) 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.

39 UNION DELEGATE RIGHTS

- (a) The Employer recognises and respects the delegate's role within the workplace as the elected representatives of their union.
- (b) The Employer will allow reasonable access to phone, photocopy facilities, facsimile or email to undertake their function as a delegate.
- (c) The Employer will provide delegates with up to five (5) days paid union delegate leave per calendar year to attend union-endorsed union courses and attendance at union conferences subject to:
 - (i) the delegate providing reasonable notice to the Employer of their intention to take the leave; and
 - (ii) the operational requirements of the Employer.

40 PROFESSIONAL DEVELOPMENT/STUDY LEAVE

- (a) An Employee may apply to the Employer for a period of leave otherwise available to the employee (for example: annual leave or long service leave) to attend conferences, seminars, study or training.
- (b) The Employer will not unreasonably refuse the employees request of such leave.

SCHEDULE 1

Salaries (Non-Nursing Staff)

Note: Wage rates in this table may differ depending on whether the FWC minimum wage increase each year is in excess of the rates listed. If it is, the table should not be used.

CLASSIFICATION	EXISTING ANNUAL SALARY (\$) as from 2/7/18	FFPP 1 JULY 2019 MINIMUM OF (\$) 3.00%	FFPP 1 JULY 2020 MINIMUM OF (\$) 3.25%	FFPP 1 JULY 2021 MINIMUM OF (\$) 3.50%	FFPP 1 JULY 2022 MINIMUM OF (\$) 4.00%
Administrative Employee					
Adult Entry Level (ACE 1)	40,250	41,458	42,805	44,303	46,075
Level 1a (ACE 2)	41,910	43,167	44,570	46,130	47,975
Level 1b (ACE 3)	43,524	44,830	46,287	47,907	49,823
Level 2a (ACE 3)	43,571	44,878	46,337	47,958	49,877
Level 2b (ACE 3)	43,571	44,878	46,337	47,958	49,877
Level 3a (ACE 3)	44,321	45,651	47,134	48,784	50,735
Level 3b (ACE 3)	44,558	45,895	47,386	49,045	51,007
Level 4 (ACE 5)	45,562	46,929	48,454	50,150	52,156
Level 5 (ACE 5)	46,664	48,064	49,626	51,363	53,417
Level 6 (ACE 7)	48,883	50,349	51,986	53,805	55,958
Level 7 (ACE 7)	50,411	51,923	53,611	55,487	57,707
Extended Care Assistant					
Level 1 (ACE 3)	43,186	44,482	45,927	47,535	49,436
Level 2 (ACE 4)	43,695	45,006	46,469	48,095	50,019
Level 3 (ACE 4)	43,695	45,006	46,469	48,095	50,019
Level 4 (ACE 5)	45,250	46,608	48,122	49,807	51,799
Level 5 (ACE 7)	49,084	50,557	52,200	54,027	56,188
Services Employee					
Level 1 (ACE 1)	40,142	41,346	42,690	44,184	45,952
Level 2 (ACE 2)	41,558	42,805	44,196	45,743	47,572
Level 3 (ACE 3)	43,211	44,507	45,954	47,562	49,465
Level 4 (ACE 4)	44,076	45,398	46,874	48,514	50,455
Level 5 (ACE 5)	45,562	46,929	48,454	50,150	52,156
Level 6 (ACE 6)	47,991	49,431	51,037	52,824	54,936
Level 7 (ACE 7)	48,883	50,349	51,986	53,805	55,958
Level 8 (ACE 7)	49,533	51,019	52,677	54,521	56,702

CLASSIFICATION	EXISTING BASE HOURLY SALARY (\$) as from 2/7/18	FFPP 1 JULY 2019 MINIMUM OF (\$) 3.00%	FFPP 1 JULY 2020 MINIMUM OF (\$) 3.25%	FFPP 1 JULY 2021 MIMIMUM OF (\$) 3.50%	FFPP 1 JULY 2022 MIMIMUM OF (\$) 4.00%
Administrative Employee					
Adult Entry Level (ACE 1)	20.3693	20.9804	21.6622	22.4204	23.3172
Level 1a (ACE 2)	21.2096	21.8459	22.5559	23.3453	24.2791
Level 1b (ACE 3)	22.0265	22.6873	23.4246	24.2445	25.2143
Level 2a (ACE 3)	22.0499	22.7114	23.4495	24.2703	25.2411
Level 2b (ACE 3)	22.0499	22.7114	23.4495	24.2703	25.2411
Level 3a (ACE 3)	22.4296	23.1025	23.8533	24.6882	25.6757
Level 3b (ACE 3)	22.5496	23.2261	23.9809	24.8203	25.8131
Level 4 (ACE 5)	23.0576	23.7493	24.5212	25.3794	26.3946
Level 5 (ACE 5)	23.6155	24.3240	25.1145	25.9935	27.0332
Level 6 (ACE 7)	24.7382	25.4803	26.3085	27.2293	28.3184
Level 7 (ACE 7)	25.5118	26.2772	27.1312	28.0808	29.2040
Extended Care Assistant					
Level 1 (ACE 3)	21.8555	22.5112	23.2428	24.0563	25.0185
Level 2 (ACE 4)	22.1127	22.7761	23.5163	24.3394	25.3129
Level 3 (ACE 4)	22.1127	22.7761	23.5163	24.3394	25.3129
Level 4 (ACE 5)	22.9000	23.5870	24.3536	25.2060	26.2142
Level 5 (ACE 7)	24.8400	25.5852	26.4167	27.3413	28.4350
Services Employee					
Level 1 (ACE 1)	20.3150	20.9245	21.6045	22.3607	23.2551
Level 2 (ACE 2)	21.0314	21.6623	22.3664	23.1492	24.0752
Level 3 (ACE 3)	21.8679	22.5239	23.2560	24.0699	25.0327
Level 4 (ACE 4)	22.3058	22.9750	23.7217	24.5519	25.5340
Level 5 (ACE 5)	23.0576	23.7493	24.5212	25.3794	26.3946
Level 6 (ACE 6)	24.2868	25.0154	25.8284	26.7324	27.8017
Level 7 (ACE 7)	24.7382	25.4803	26.3085	27.2293	28.3184
Level 8 (ACE 7)	25.0673	25.8193	26.6584	27.5915	28.6952

Salaries (Nursing Staff)

CLASSIFICATION	EXISTING ANNUAL SALARY (\$)	FFPP 1 JULY 2019 MINIMUM OF (\$)	FFPP 1 JULY 2020 MINIMUM OF (\$)	FFPP 1 JULY 2021 MINIMUM OF (\$)	FFPP 1 JULY 2022 MINIMUM OF (\$)
	as from 2/7/18	3.00%	3.25%	3.50%	4.00%
Enrolled nurse – Level 1					
1st year of service	53,162	54,757	56,536	58,515	60,856
2nd year of service	54,288	55,917	57,734	59,755	62,145
3rd year of service	55,412	57,074	58,929	60,992	63,431
4th year of service	56,540	58,236	60,129	62,233	64,723
5th year of service	57,667	59,397	61,327	63,474	66,013
Enrolled nurse – Level 2 medication-endorsed					
1st year of service	58,526	60,282	62,241	64,419	66,996
2nd year of service	59,652	61,442	63,438	65,659	68,285
Registered nurse – Level 1					
1st year of service	58,230	59,977	61,926	64,094	66,657
2nd year of service	61,049	62,880	64,924	67,196	69,884
3rd year of service	63,864	65,780	67,918	70,295	73,107
4th year of service	66,681	68,681	70,914	73,396	76,331
5th year of service	69,495	71,580	73,906	76,493	79,553
6th year of service	72,313	74,482	76,903	79,595	82,778
7th year of service	75,128	77,382	79,897	82,693	86,001
8th year of service and thereafter	77,944	80,282	82,891	85,793	89,224
Registered nurse – Level 2					
1st year of service	80,760	83,183	85,886	88,892	92,448
2nd year of service	82,637	85,116	87,882	90,958	94,597
3rd year of service	84,514	87,049	89,879	93,024	96,745
4th year of service and thereafter	86,393	88,985	91,877	95,092	98,896
Registered nurse – Level 3					
1st year of service	89,914	92,611	95,621	98,968	102,927
2nd year of service	92,026	94,787	97,867	101,293	105,344
3rd year of service	94,137	96,961	100,112	103,616	107,761
4th year of service	96,249	99,136	102,358	105,941	110,179
Registered nurse – Level 4					
Grade 4 – (121 beds and above)	115,730	119,202	123,076	127,384	132,479
Grade 3 – (91-120 beds)	107,514	110,739	114,338	118,340	123,074
Grade 2 – (61-90 beds)	107,514	110,739	114,338	118,340	123,074
Grade 1 – (0-60 beds)	107,514	110,739	114,338	118,340	123,074
Registered nurse – Level 5					
Grade 4 – (bed capacity 91-120)	133,331	137,331	141,794	146,757	152,627
Grade 3 – (bed capacity 61-90)	123,944	127,662	131,811	136,425	141,882
Grade 2 – (bed capacity 31-60)	115,730	119,202	123,076	127,384	132,479
Grade 1 – (bed capacity 1-30)	107,514	110,739	114,338	118,340	123,074

CLASSIFICATION	EXISTING BASE HOURLY SALARY (\$)	FFPP 1 JULY 2019 MINIMUM OF (\$)	FFPP 1 JULY 2020 MINIMUM OF (\$)	FFPP 1 JULY 2021 MINIMUM OF (\$)	FFPP 1 JULY 2022 MINIMUM OF (\$)
	as from 2/7/18	3.00%	3.25%	3.50%	4.00%
Enrolled nurse – Level 1					
1st year of service	26.9037	27.7108	28.6114	29.6128	30.7973
2nd year of service	27.4739	28.2981	29.2178	30.2404	31.4500
3rd year of service	28.0425	28.8838	29.8225	30.8663	32.1009
4th year of service	28.6133	29.4717	30.4295	31.4946	32.7543
5th year of service	29.1838	30.0593	31.0362	32.1225	33.4074
Enrolled nurse – Level 2 medication-endorsed					
1st year of service	29.6182	30.5067	31.4982	32.6007	33.9047
2nd year of service	30.1884	31.0941	32.1046	33.2283	34.5574
Registered nurse – Level 1					
1st year of service	29.4688	30.3529	31.3393	32.4362	33.7337
2nd year of service	30.8950	31.8219	32.8561	34.0060	35.3663
3rd year of service	32.3198	33.2894	34.3713	35.5743	36.9973
4th year of service	33.7455	34.7579	35.8875	37.1436	38.6293
5th year of service	35.1695	36.2246	37.4019	38.7109	40.2594
6th year of service	36.5958	37.6937	38.9187	40.2809	41.8921
7th year of service	38.0203	39.1609	40.4336	41.8488	43.5228
8th year of service and thereafter	39.4455	40.6289	41.9493	43.4175	45.1542
Registered nurse – Level 2					
1st year of service	40.8706	42.0967	43.4649	44.9861	46.7856
2nd year of service	41.8202	43.0748	44.4747	46.0314	47.8726
3rd year of service	42.7701	44.0532	45.4849	47.0769	48.9600
4th year of service and thereafter	43.7210	45.0326	46.4962	48.1236	50.0485
Registered nurse – Level 3					
1st year of service	45.5030	46.8681	48.3913	50.0850	52.0884
2nd year of service	46.5717	47.9689	49.5278	51.2613	53.3118
3rd year of service	47.6400	49.0692	50.6639	52.4372	54.5347
4th year of service	48.7090	50.1703	51.8008	53.6138	55.7584
Registered nurse – Level 4					
Grade 4 – (121 beds and above)	58.5680	60.3250	62.2856	64.4656	67.0442
Grade 3 – (91-120 beds)	54.4101	56.0424	57.8638	59.8890	62.2846
Grade 2 – (61-90 beds)	54.4101	56.0424	57.8638	59.8890	62.2846
Grade 1 – (0-60 beds)	54.4101	56.0424	57.8638	59.8890	62.2846
Registered nurse – Level 5					
Grade 4 – (bed capacity 91-120)	67.4751	69.4994	71.7581	74.2696	77.2404
Grade 3 – (bed capacity 61-90)	62.7246	64.6063	66.7060	69.0408	71.8024
Grade 2 – (bed capacity 31-60)	58.5680	60.3250	62.2856	64.4656	67.0442
Grade 1 – (bed capacity 1-30)	54.4101	56.0424	57.8638	59.8890	62.2846

SCHEDULE 2

Classifications

1. Nursing Staff

Student/trainee enrolled nurse means an Employee undergoing an approved training course in enrolled nursing under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* as amended.

Enrolled nurse means a nurse enrolled as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner regulation National Law (Tasmania) Act 2010* as amended.

Enrolled nurse – medication-endorsed means an enrolled nurse holding an endorsement to administer medications issued by the Nursing and Midwifery Board of Australia and who is required by the Employer to so administer medications.

Registered nurse means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* as amended.

Registered nurse – Level 1 means a registered nurse who is not otherwise classified within a Level of registered nurse positions.

Registered nurse – Level 2 means a registered nurse who is engaged as such; and:

has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and

has the ability and skills to provide guidance to Level 1 registered nurses; and

is employed within a care unit.

Registered nurse – Level 3 means a registered nurse who is engaged as such, and may be referred to as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.

Registered nurse – Level 4 means a registered nurse who is engaged as such and may be referred to as assistant director of nursing – care, assistant director of nursing – management, or assistant director of nursing – staff development:

An **Assistant Director of Nursing – Care** is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of care units.

An **Assistant Director of Nursing – Management** is responsible and accountable for management resources in an assigned number of management.

An **Assistant Director of Nursing – Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses. Approved by the Nursing and Midwifery Board of Australia, or staff development programs.

Registered nurse – Level 5 means a registered nurse who is engaged as director of nursing and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.

Registered nurse ratio

The minimum number of full time equivalent nurses at level 2 is to be 25% of the registered nurse full time equivalent positions.

PROVIDED THAT positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.

Nurse undertaking post graduate training

A registered nurse or an enrolled nurse, up to and including the classification of registered nurse Level 3, while undertaking post diploma or graduate training, shall be paid at the Employee's existing salary rate and will be entitled to normal incremental progression.

Enrolled nurse upgrading to registered nurse

Enrolled nurses who complete a period of study which qualifies them to seek registration as a registered nurse with the Nursing and Midwifery Board of Australia shall, if they wish to continue in employment with the Employer, be transferred to a position as a registered nurse if the Employer has such a position available and if the Employee is suitable for the position.

An Enrolled Nurse commencing as a registered nurse shall be paid as a Level 1 year 3 Registered Nurse for their first year of service.

Salary re-entry – registered nurses

A registered nurse undertaking the re-entry to practice course shall be paid at registered nurse Level 1, 1st year of service during course clinical time.

Subject to (i), such an Employee shall be paid at registered nurse Level 1, 2nd year of service for the first year of service of 1976 hours, or two years, whichever comes first.

Following successful completion of the re-entry program all of the Employee's previous nursing experience shall be recognised upon proof of that past experience.

Salary re-entry – enrolled nurses

An enrolled nurse undertaking the re-entry to practice course shall be paid at enrolled nurse 1st year of service during course clinical time.

Subject to (i), such an Employee shall be paid at enrolled nurse second year of service for the first year of service of 1976 hours, or two years, whichever comes first.

Following successful completion of the re-entry program all of the Employee's previous nursing experience shall be recognised upon proof of that past experience.

Accelerated advancement

Subject to (ii) a registered nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Nursing and Midwifery Board of Australia, or at any time during the person's employment history as a registered nurse Level 1, on attaining:

a UG1 degree in nursing; or

registration in another branch of nursing or on another nursing register maintained by the Nursing and Midwifery Board of Australia where the Employee is working in a particular practice setting which requires the additional registration; or

successful completion of a post-registration course of at least twelve months duration if the Employee is required to perform duties to which the course is directly relevant.

A registered nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.

PROVIDED THAT existing incremental dates shall not be affected by incremental progression in accordance with this sub clause.

2. Non-Nursing Staff

'Administrative Employee'

'Adult Entry Level'

Adult Entry Level shall mean the entry point for adult Employees (21 years and over) with less than 1976 hours (or two calendar years whichever comes first) clerical experience either as a junior or adult, and on completion of that clerical experience (whether with one or more Employers in any industry) such adult Employee shall be advanced to a graded position dependent on skills held and position requirements.

Level 1a

An Employee at this level shall be a Level 1b Administrative Employee (as defined) with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

Level 1b

An Employee at this level may be engaged on tasks requiring direct supervision.

Performs routine tasks and/or operates basic equipment within guidelines established by the Employer, requiring previous training or experience.

The Employee would exercise little or no discretion.

Indicative tasks that may be performed at this level include:- Reception duties, filing, typing, mail.

Level 2a

An Employee at this level shall be a Level 2b Administrative Employee (as defined) with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

Level 2b

An Employee at this level may be engaged on tasks requiring direct supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 1b Administrative Employee (as defined).

The Employee may be responsible and accountable for their own work which is performed within routines and guidelines established by the Employer.

The Employee may exercise some discretion in relation to their own work.

Indicative tasks that may be performed at this level include in addition to those of level 1b Administrative Employee (as defined):

Word processing, data input and retrieval

Level 3a

An Employee at this level shall be a Level 3b Administrative Employee (as defined) with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

Level 3b

An Employee at this level may be engaged on tasks requiring general supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 2b Administrative Employee (as defined).

The Employee would be responsible and accountable for their own work which is performed within guidelines established by the Employer.

The Employee would exercise some discretion in relation to their work.

An Employee at this level may be in charge of up to five lower level Employees.

Indicative tasks that may be performed at this level include in addition to those of level 2b Administrative Employee (as defined): Accounts, basic payroll duties.

Level 4

An Employee at this level may be engaged on tasks requiring general supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 3b Administrative Employee (as defined).

The Employee would be responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within limits prescribed by the Employer.

An Employee at this level may be in charge of more than five lower level Employees and be able to provide guidance by means of personal instruction and demonstration.

Level 5

An Employee at this level may be engaged on tasks requiring limited supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 4 Administrative Employee (as defined).

The Employee would be responsible and accountable for their own work and have responsibility for the work of others.

The Employee would exercise initiative, discretion and judgement in the performance of their work.

Level 6

An Employee at this level may be engaged on tasks requiring minimum supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 5 Administrative Employees (as defined).

The Employee would be responsible and accountable for their own work and be responsible and accountable for the work of others.

The Employee may be in charge of a section or department and would exercise initiative, discretion and judgement.

Level 7

An Employee at this level may be engaged in the performance of clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required for Level 6 Administrative Employee (as defined)

The Employee would be responsible and accountable for their own work and be responsible and accountable for a section or department.

The Employee would exercise initiative, discretion and judgement in the performance of their duties.

Supervision would be by means of reporting to more senior officers as required.

'Extended Care Assistant'

Level 1

Trainee Extended Care Assistant means an Employee in their first 494 hours of employment in this position and is undertaking induction training.

The Employee will assist in providing direct care to residents in accordance with guidelines predetermined by the Employer and shall be subject to direct supervision.

Indicative tasks that may be performed at this level include:

Provide quality care to residents

Follow residents care plan

Observations of residents needs

Maintain relevant documentation.

Entry point: New Employee

Level 2

Extended Care Assistant means a Level 1 Employee Extended Care Assistant (as defined) Employee who has completed the 494 hours induction training.

An Employee at this level shall continue to receive in house training while assisting in providing care to residents in accordance with guidelines predetermined by the Employer and shall be subject to direct supervision.

An Employee shall remain at this level until 1976 hours work (or two calendar years whichever comes first including 494 hours induction training) has been completed.

Entry Point:

Trainee Extended Care Assistant (as defined)

Extended Care Assistant (as defined) returning after an absence of more than 5 years.

Level 3

Extended Care Assistant means an Employee that provides direct care to residents in accordance with guidelines predetermined by the Employer and shall be subject to general supervision.

Indicative tasks that may be performed at this level include:

Provide quality care to residents

Follow residents care plan

Observations of residents needs

Maintain relevant documentation.

Entry point:

Extended Care Assistant Level 2 (as defined) after 1482 hours at that level, or

Extended Care Assistant Level 2 (as defined) after 2 calendar years at that level, whichever comes first, or

Experience and/or training acceptable to the Employer.

Level 4

Senior Extended Care Assistant means an Employee that provides direct care to residents in accordance with routines established by the Employer, shall be subject to general supervision and shall use initiative and judgement.

Indicative tasks that may be performed at this level include:

Diversional Therapy – requires as a minimum, a Certificate IV in Community Services (Lifestyle and Leisure) or a Certificate IV in Leisure and Health.

Supervision of Hostels.

Level 5

Supervisor means an Employee that provides direct care to residents in accordance with routines established by the Employer, shall be subject to limited supervision and shall use a significant degree of discretion.

An Employee at this level may be in charge of Employees within their section or department.

An Employee at this level shall have completed a relevant training course or have relevant experience acceptable to the Employer.

'Services Employee'

Level 1

An Employee at this level shall be a new Employee undergoing training for the first 1976 hours (or two calendar years whichever comes first) of employment.

Work performed shall be under direct supervision and of a routine nature within procedures established by the Employer.

Level 2

An Employee at this level may be engaged on tasks requiring direct supervision.

Performs routine tasks and/or operates basic equipment requiring previous training or experience and little or no discretion on the part of the Employee.

Level 3

An Employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant and equipment requiring skills beyond Level 2 Services Employee (as defined) and which require the use of some discretion on the part of the Employee.

An Employee at this level may be in charge of up to 6 lower Level Employees.

Level 4

An Employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant, equipment and vehicles requiring skills beyond Level 3 Services Employee (as defined) and which may require a significant degree of discretion on the part of the Employee.

May provide routine assistance to trades staff requiring a limited level of trade knowledge and skill.

An Employee at this level may be in charge of up to 12 lower level Employees and be responsible for the assignment and quality of their work.

Level 5

An Employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant, equipment and vehicles requiring trade qualifications.

Performs tasks and/or operates plant, equipment and vehicles requiring a level of skills and knowledge acceptable to the Employer.

An Employee at this level may be in charge of up to 20 lower level Employees engaged on a variety of non-trades tasks.

Level 6

An Employee at this level may be engaged on tasks requiring limited supervision.

Performs trade work requiring a high level of trade skill utilising initiative and judgement above that required at Level 5 Services Employee (as defined).

An Employee at this level may be in charge of up to 20 lower level Employees engaged on a variety of non-trades tasks and responsible for the assignment and quality of their work.

Level 7

An Employee at this level may be engaged on tasks requiring limited supervision.

Performs trade work requiring a high level of trade skill employing an independent approach and a high degree of initiative.

These tasks may encompass the provision of trade and equivalent level guidance to other Employees.

An Employee at this level may be in charge of more than 20 lower level Employees engaged in trades tasks and responsible for the assignment and quality of their work.

Level 8

An Employee at this level may be engaged on tasks using a more extensive range of skills and knowledge at a level higher than required for Level 7 Services Employee (as defined).

The Employee would be responsible and accountable for their own work and be responsible and accountable for a Section or Department.

The Employee would exercise initiative, discretion and judgement in the performance of their duties.

Supervision would be by means of reporting to more Senior Employees as required.

Signed for and on behalf of the Employer

Signed:

Date:

Name in full (printed):

Address:

Position title/Explanation of Authority:

Signed for and on behalf of the Australian Nursing and Midwifery Federation (Tasmanian)
Branch
(Employee Representative)

Signed: 

Date: 23/3/19

Name in full (printed): JAMES LOGAN

Address:
33 SUMMERLEAS RD
FERN TREE, TAS
7054

Position title/Explanation of Authority:

Branch President

Signed for and on behalf of the Health Services Union Tasmania Branch
(Employee Representative)

Signed:



Date:

26/3/19

Name in full (printed):

Tim JACOBSON

Address:

11 Clare St

New Town 7008

Position title/Explanation of Authority:

BRANCH SECRETARY.

Signed for and on behalf of Employees

Signed: Zoe McCullagh

Date: 26th March 2019

Name in full (printed): ZOE JORDAN M^cCULLAGH

Address:

27 DIXON STREET

NEW NORFOLK

TASMANIA 7140

Position title/Explanation of Authority:

ADMINISTRATIVE EMPLOYEE COVERED BY THE EA.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/896

Applicant:

The Mary Ogilvy Homes Society

Undertaking - Section 190

I, John Sattler, Business Manager of The Mary Ogilvy Homes Society give the following undertakings with respect to *The Mary Ogilvy Homes Society Nursing and Non-Nursing Staff Agreement 2018* ("the Agreement"):

1. I have the authority given to me by The Mary Ogilvy Homes Society to provide this undertaking in relation to this application before the Fair Work Commission.
2. Further to clause 3 of the Agreement, the definition of afternoon shift is deleted and replaced with:

Afternoon shift means:

- (a) a shift finishing between 6.01pm and midnight for Nursing Employees;*
and
- (b) a shift finishing between 6.01pm and midnight for Non-Nursing Employees.*

3. Further to clause 13 of the Agreement, the minimum engagement of a full time employee is four hours.
4. Clause 13(c) of the Agreement is deleted and replaced with:

The span of hours specified in subclause 13(b) above may, by agreement between the Employer and the majority of Employees concerned, be altered by up to one hour at either end of the span but cannot be altered to expand the number of hours in the span.

5. Further to clause 17.2, a non-nursing staff shift worker will be paid in accordance with clause 26.1 of the Aged Care Award 2010 where that employee is not entitled to be paid a loading under clause 17.2 of the Agreement.
6. Clause 17.8(c) is deleted and replaced with:
 - (i) Where Employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.*
 - (ii) Employees, other than Casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least ten (10) consecutive hours off duty between those finishing and starting times, shall not be required after the*

completion of the overtime to resume the next day's ordinary hours until they have had ten (10) consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.

- (iii) *If at the direction of the Employer an Employee resumes or continues work without having had ten (10) consecutive hours off duty as specified in clause 17.8(c)(ii) above, the Employee shall be paid at double time until released from duty and shall then be entitled to ten (10) consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.*

7. Further to clause 19.3 of the Agreement, all time worked by part time day workers in excess of their rostered hours on any one day (unless a written variation of hours agreement has been entered into as described in clause 11(e)) will be overtime and paid at the appropriate overtime rate of pay.
8. Further to clause 19.6 of the Agreement, untaken time off in lieu must be paid out at the overtime rate applicable to the overtime when worked on termination of employment.
9. Clause 19.7 is deleted and replaced with:

If an Employee is directed to attend work for the purpose of attending a compulsory meeting, they will be paid at their full rate of pay for a minimum of two (2) hours.

10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date