



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Hobart District Nursing Service Inc Trading AS The District Nurses
(AG2025/3064)

HOBART DISTRICT NURSING SERVICE INC. GENERAL STAFF AGREEMENT 2025

Social, community, home care and disability services

COMMISSIONER TRAN

MELBOURNE, 25 SEPTEMBER 2025

Application for approval of the Hobart District Nursing Service Inc. General Staff Agreement 2025

[1] Hobart District Nursing Service Inc (ABN: 83 459 951 020) has applied for approval of an enterprise agreement known as the *Hobart District Nursing Service Inc. General Staff Agreement 2025* under s 185 of the *Fair Work Act 2009 (Cth)*.

[2] The Agreement is a single enterprise agreement.

[3] I observe that clause 12.2(b) – ‘Notice of Termination by the Employee’ may be inconsistent with the **National Employment Standards**.

[4] Clause 6 of the Agreement gives **precedence to the NES**, and I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] Clause 12.2(b) – ‘Notice of Termination by the Employee’ provides for potential deductions from wages that may not be a permitted deduction in accordance with s 324, and may be of no effect to the extent that it offends s 326 of the Act.

[6] The Employer has provided written **undertakings**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[7] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[8] The Health and Community Services Union (**HSU**) lodged a Form F18 statutory declaration giving notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) of the Act, I note the Agreement covers the HSU.

[9] The Agreement is approved and, in accordance with s 54 of the Act, will **operate from** 2 October 2025.

[10] In accordance with clause 4(b), the **nominal expiry date** of the Agreement is 25 September 2028.



COMMISSIONER

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2025/3064

Hobart District Nursing Service Inc. General Staff Agreement 2025

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Benjamin Jardine, Chief Executive Officer, have the authority given to me by the Hobart District Nursing Service Inc. to give the following undertaking with respect to the Hobart District Nursing Service Inc. General Staff Agreement 2025 ("the Agreement"):

1. With respect to Clause 21.5 (Ten Hour Break between Shifts) the words *(other than a Casual Employee)* will have no effect for the life of the Agreement.
2. With respect to Clause 20.1(b) (Working during meal breaks) the words *at their Ordinary hourly rate* will have no effect for the life of the Agreement and will be replaced with *at the applicable overtime rate until the meal break is taken*.

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



Signature

22 September 2025

Date



HOBART DISTRICT NURSING SERVICE INC.

GENERAL STAFF AGREEMENT 2025

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

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PART 1 - GENERAL

1. TITLE

This Agreement shall be known as the Hobart District Nursing Service Inc. General Staff Agreement 2025.

2. PARTIES

The parties to this Agreement are

- (a) The Hobart District Nursing Service Inc. (**'the Employer'**);
- (b) Employees of the Employer referred to in clause 3 (Coverage) of this Agreement (**'Employees'**); and
- (c) The Health Services Union, Tasmania Branch.

3. COVERAGE

This Agreement applies to the Employer and its Employees in positions classified within the classification structure contained in Appendix 2 of this Agreement.

4. DATE AND PERIOD OF OPERATION

- (a) This Agreement will come into operation seven (7) days after the Fair Work Commission approves the Agreement.
- (b) The nominal expiry date of this Agreement is three (3) years from approval.
- (c) This Agreement will continue to apply after the nominal expiry date until it is replaced or terminated in accordance with the requirements of the Fair Work Act.

5. ACCESS TO AGREEMENT

A copy of this Agreement will be made available by contacting the Employer's People and Culture Department and also available on the intranet.

6. EFFECT OF THIS AGREEMENT AND THE NES

- (a) This Agreement operates to the complete exclusion of the Award and any other enterprise agreement made under the Act.
- (b) The National Employment Standards (NES) and this Enterprise Agreement contain the minimum conditions of employment for Employees covered by this Agreement.

- (c) Nothing in this Enterprise Agreement will operate to provide a less favourable entitlement for Employees in a particular respect than that provided by the NES.
- (d) Employee entitlements under this Enterprise Agreement:
 - (i) Apply unless a superior condition applies in accordance with the NES; and
 - (ii) Are provided in satisfaction of, and not in addition to, entitlements under the NES.

7. DEFINITIONS

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

Act means the *Fair Work Act 2009*

Activities mean social and recreation activities as defined by funding bodies (Program Guidelines)

Agreement means this Agreement, the Hobart District Nursing Service Inc. General Staff Agreement 2025.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

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.

Casual Employee means an Employee is one who is hired without a firm advanced commitment to continuing and indefinite work and who is entitled to a casual loading.

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

Employee means an Employee employed by the Employer and covered by this Agreement.

Employer means The Hobart District Nursing Service Inc.

Full-time Employee means an Employee engaged to work an average of thirty-eight (38) ordinary hours per week as prescribed in this Agreement.

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

FWC means the Fair Work Commission.

HESTA means the superannuation fund established under the relevant Federal legislation.

Immediate family of an Employee means:

- (a) a Spouse, De facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the Employee; or

- (b) a child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a Spouse or De facto partner of the Employee.

Long Service Leave Act means the Long Service Leave Act 1976 (Tas).

NES means the National Employment Standards as found in the *Fair Work Act* 2009.

Night shift means a shift beginning between 7.00pm and midnight on any day of the week; finishes after 12 midnight; or commences before 6.00am.

Ordinary rate means the wage rate for an Employee's classification as specified in Appendix 1 (Classification Structure, Wage Rates and Allowances) of this Agreement.

Ordinary hourly rate means the wage rate for an Employee's classification as specified in Appendix 1 (Classification Structure, Wage Rates and Allowances) of this Agreement (the Ordinary rate) divided by fifty two (52) and then divided by thirty eight (38).

Part-time Employee means an Employee who is engaged to work less than an average of thirty eight (38) ordinary hours per week for all other Employees and whose hours of work are reasonably predictable.

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 this Agreement.

Spouse includes a former Spouse.

Team Leader means the person to whom an Employee reports – a supervisor or manager.

Union means the Health Services Union, Tasmania Branch.

PART 2 – CONSULTATION AND FLEXIBILITY

8. FLEXIBILITY CLAUSE

- (a) The Employer and an individual Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (i) The arrangement deals with one or more of the following matters:
 - 1. Arrangements about when work is performed;
 - 2. Overtime rates;
 - 3. Penalty rates;
 - 4. Allowances; and
 - 5. Leave loading.
 - (ii) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in the above;
 - (iii) The arrangement is genuinely agreed to by the Employer and Employee without coercion or duress; and

- (iv) The arrangement is only entered into after the Employee has commenced employment with the Employer.
- (b) The Employee may consult with a representative of their choice prior to agreeing to an individual flexibility arrangement.
- (c) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) Are not unlawful terms under section 194 of the *Fair Work Act 2009*;
 - (iii) Is about matters that would be permitted matters if the individual flexibility arrangement was an enterprise agreement and must not include a term that would be an unlawful term if the individual flexibility arrangement were an enterprise agreement; and
 - (iv) Result in the Employee being better off overall than the Employee would be if no arrangement had been agreed to.
- (d) The Employer must ensure that the individual flexibility arrangement:
 - (i) Is in writing; and
 - (ii) Includes the name of the Employer and Employee; and
 - (iii) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and (iv) Includes details of:
 1. The terms of the enterprise agreement that will be varied by the arrangement;
 2. How the arrangement will vary the effect of the Agreement terms;
 3. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 4. States the day on which the arrangement commences.
- (e) The Employer must give the Employee a written copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- (f) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) By giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
 - (ii) If the Employer and Employee agree in writing - at any time.
- (g) The right to make an individual flexibility arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

9. FLEXIBLE WORKING ARRANGEMENTS

Flexible working arrangements are provided in accordance with the NES.

10. CONSULTATION CLAUSE

10.1 Consultation regarding major change

- (a) This term applies if:
 - (i) The Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) The major change is likely to have a significant effect on Employees of the enterprise.
- (b) The Employer must notify the relevant Employees of the definite decision to introduce the major change before implementing the definite decision.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
 - (i) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) The Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

The Employer must recognise the representative.

- (e) As soon as practicable after making its definite decision, the Employer must:
 - (i) Discuss with the relevant Employees:
 1. The introduction of the major change; and
 2. The effect the major change is likely to have on the Employees; and
 3. Measures the Employer is taking to avert or mitigate the adverse effect of the major change on the Employees; and
 - (ii) for the purposes of the discussion - provide, in writing, to the relevant Employees:
 1. All relevant information about the change including the nature of the change proposed; and
 2. Information about the expected effects of the change on the Employees; and
 3. Any other matters likely to affect the Employees.

- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) 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
 - (i) Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (ii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iii) The alteration of hours of work; or
 - (iv) The need to re-train Employees; or
 - (v) The need to relocate Employees to another workplace; or (vii) The restructuring of jobs.
 - (j) In this term, *relevant Employees* means the Employees who may be affected by the major change.

10.2 Consultation about changes to rosters or hours of work

- (a) Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. The Employer must:
 - (i) Provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) Invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (b) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

PART 3 – EMPLOYMENT CONDITIONS

11. CONTRACT OF EMPLOYMENT

11.1 Terms of Employment

- (a) All Employees shall have a written contract of employment.
- (b) The Employer shall provide a position description upon engagement. An Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement.

11.2 Types of Employment

An Employee may be engaged by the Employer as a:

- (i) Full-time Employee;
- (ii) Part-time Employee; or
- (iii) Casual Employee.

11.3 Probationary Employment

- (a) The Employer may initially engage a Full-time or Part-time Employee for a period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment.
- (b) During the probationary period the Employer will assess an Employee's suitability for the position including:
 - (i) Achievement of position based competencies;
 - (ii) Motivational fit for the position;
 - (iii) Organisational fit which will include observing the Employee's behaviours to ensure they are consistent with the Employer's vision and values; and
 - (iv) The Employee's ability to integrate with the Employee's work team including the Employee's ability to align his or her own goals and values to the shared goals and values of the team and proactively work to achieve these.
- (c) Probationary employment forms part of an Employee's period of continuous service for all purposes of this Agreement.
- (d) An Employee's probation period will be six (6) months.
- (e) During the period of an Employee's probation, the Employer or the Employee may terminate the employment by giving one (1) weeks' notice in writing.
- (f) The Employer may pay an Employee in lieu of all or part of this notice period.
- (g) The notice period does not apply in respect to an Employee whose employment is terminated based on serious misconduct.

11.4 Full-time Employees

A full-time Employee is one who is engaged to work thirty-eight (38) hours per week or an average of thirty eight (38) hours per week in each four (4) week period.

11.5 Part-time Employees

- (a) Part-time Employees work regular hours which are less than full time hours.
- (b) The terms of this Agreement shall apply pro rata to Part-time Employees based on the ordinary weekly hours for Full-time Employees.
- (c) Part-time Employees are paid an hourly rate for the hours they work, and the hourly rate is calculated from the appropriate wage level in Appendix 1 (Classification, Wage Structure and Allowances) of this Agreement.
- (d) Before commencing part-time employment, the Employer and Employee will agree in writing on the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.

The term 'rostering arrangements' includes the Employer and Employee agreeing on the days of the week the employee will work and the starting and finishing times each day.

- (e) The hours of work and rostering arrangements may be varied by agreement between the Employer and the Part-time Employee. Any variation will be in writing and retained by the Employer. A written variation may include an email, a notation on a timesheet or work roster.

Variations may be:

- (i) Short term – to address a specific business or personal requirement;
 - (ii) Long term – to address a change or requirement within the workplace that may last a number of weeks or months; or
 - (iii) A permanent change.
- (f) Agreed variations to a Part-time Employee's hours of work and rostering arrangements are paid at the Employee's base hourly rate with shift and weekend penalties if applicable. All other additional hours are paid at the applicable overtime rate.
 - (g) A Part-time Employee shall be paid:
 - (i) For time worked - a minimum of four (4) hours at the appropriate rate for each engagement; and
 - (ii) For time scheduled for training, or case discussions – a minimum of two (2) hours at the appropriate rate for each engagement.

11.6 Casual Employees

A Casual Employee shall be paid a minimum of four (4) hours at the appropriate rate for each engagement.

A Casual Employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements of Full-time employees.

11.7 Right to request casual conversion

- (a) Offers and requests for casual conversion will be in accordance with the NES, which states an employer must make an offer to a casual employee if:
 - (i) A Casual Employee engaged by the Employer as a regular casual Employee may request that their employment be converted to Full-time or Part-time employment.
 - (ii) A regular casual Employee is a casual Employee who has been engaged for at least twelve (12) months, and in the preceding period of six (6) months worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a Full-time employee or Part-time Employee under the provisions of this Agreement.
- (b) Any offer under this subclause must:
 - (i) Be in writing; and
 - (ii) Be an offer for the employee to convert:
 - For an employee that has worked the equivalent of full-time hours during the period– to full-time employment; or
 - For an employee that has worked less than full-time hours during the period– to part-time employment that is consistent with the regular pattern of work during that period; and
 - Be given to the employee within the period of twenty one (21) days after the end of the twelve (12) month period.
- (c) Where a regular casual Employee seeks to convert to permanent Full-time or Part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds as per the NES, and after there has been consultation with the Employee.
- (d) Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual employee with the Employer's reasons for refusal in writing within twenty-one (21) days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement.

PART 4 – TERMINATION

12 TERMINATION

12.1 Notice of Termination by the Employer

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

Period of Continuous Service	Period of Notice
Up to 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If the Employee is aged over forty five (45) at the time of being given notice, and has been employed for not less than two years with the Employer, the Employee is entitled to a further weeks' notice in addition to the relevant notice prescribed above.
- (c) The period of notice shall not apply in the case of dismissal for serious misconduct, or in the case of Casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.
- (d) During the notice period the Employer may:
- (i) Make a payment in lieu of the entire notice period, or may require an Employee to work part of the notice period and pay the Employee in lieu of the remaining period notice period;
 - (ii) By agreement with the Employee, an Employee may undertake suitable alternative duties; and/or
 - (iii) Require an Employee to remain absent from the workplace for all or part of the notice period. An Employee required by the Employer to remain absent from the workplace will be paid their ordinary earnings during this period.
- (e) In calculating any payment in lieu of notice, the salaries the Employee would have received in respect of the ordinary time that would have been worked during the period of notice will be used.

12.2 Notice of termination by the Employee

- (a) An Employee must give:
- (i) The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned; or

- (ii) Some other arrangement is mutually agreed between the Employee and the Employer.

- (b) If an Employee does not give the period of notice as specified above, or does not work out the period of notice, the Employee will only be paid, and entitlements calculated to, the last day of work performed or, if on leave, at the end of the actual period of notice actually given. The Employer may, if authorised by the employee, withhold any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

12.3 Summary termination

- (a) Without limiting the Employer's rights, an Employee may be summarily dismissed from their employment for any actions amounting to serious misconduct as defined by the *Fair Work Act 2009* (Cth) and *Fair Work Regulations 2009* (Cth).
- (b) The Employer is not required to provide notice of termination if an Employee is summarily dismissed from their employment.

12.4 Job Search entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

12.5 Termination payments

- (a) On termination of employment the Employee will be paid any accrued Annual Leave, Long Service Leave (if applicable) and/or notice entitlement, subject to paying notice in lieu.
- (b) All payments made as a result of termination of employment will occur on the next nominated pay day unless otherwise requested by the Employee.

12.6 Actions upon termination

Upon termination of an Employee's employment with the Employer:

- (a) An Employee must return all property of the Employer into the control of the Employee's immediate manager. Employer property includes, but is not limited to, all keys, tools, equipment (including computer equipment), documents, uniform, clothing and personal protective equipment.
- (b) At the request of an Employee to their immediate manager, the manager may approve certain items of Employer property remaining in the possession of the Employee after the date of termination of the employment. The Employer may require the Employee to pay an agreed amount for the Employer property. Any approval must be confirmed in writing prior to the date of termination and provided to the Employer's Director. Any Employer property approved to remain in the possession of an Employee, in this manner shall become the property of the

Employee from the close of business on the date of termination of the Employee's employment.

12.7 Certificate of Service:

On request and where reasonable, upon termination of employment, the Employer will provide the Employee with a statement of service detailing the nature of employment, period of employment and wage rate.

13. TRANSFERS

13.1 Within reasonable commuting distance

- (a) The Employer may require an Employee at any time to work at any place within reasonable commuting distance of your usual residence, on either a temporary or permanent basis.
- (b) When determining what is a reasonable commuting distance, the following factors may be considered:
 - (i) Availability of public transport;
 - (ii) Existing child care arrangements;
 - (iii) Distance between the new workplace and the Employee's usual residence;
 - (iv) Any potential increase in the cost of travel between the new workplace and the Employee's residence; and
 - (v) The Employee's personal circumstances.

13.2 Transfer requiring relocation

If an Employee accepts a transfer at the Employer's request, which requires the Employee to relocate his or her residence, the Employer will pay the Employee reasonable relocation expenses provided the relocation expenses are approved in writing by the Employer before the Employee incurs them.

14. REDUNDANCY

- (a) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- (b) The following are excluded from Redundancy Entitlements under this Agreement:
 - (i) Casual Employees;
 - (ii) Employees who terminate their employment at their own initiative (resign);
 - (iii) Employees who leave employment due to retirement;
 - (iv) Employees whose employment is terminated for any reason other than a redundancy situation; or

- (v) In situations where the business or part of the business of the Employer is sold or transferred, and the new Employer offers the Employee terms and conditions of employment which are substantially similar or no less favourable than those in this Agreement irrespective of whether or not the Employee accepts this offer.
- (c) A '**Redundancy situation**' arises where the Employer no longer requires an Employee's job to be done by anyone. A redundancy situation may arise because of, but not limited to, changes in the Employer's operational requirements; changes in the Employer's financial situation; relocation; restructure or merger / sale of the organisation. A redundancy situation refers to a job becoming redundant and not to an Employee becoming redundant.

14.1 Commitment to Consult

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

Where the Employer believes that it may be necessary to make one or more positions within the enterprise redundant or reduce or alter hours that causes a loss of Employee's income, the Employer agrees to immediately notify the union and to commence a process of ongoing consultation with the union.

14.2 Redeployment and Retraining

- (a) The Employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (b) An Employee seeking redeployment may be retrained for an available position on condition that the Employee can demonstrate to the Employer that they possess the necessary skills and competencies for that position. In assessing the Employee's skills and competencies for the position, the Employer will determine whether the Employee has demonstrated that they have the skills and competencies for the position.
- (c) Where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the Employee to perform the duties of the position to which the Employee is being redeployed. The Employee will be entitled to undertake this training during work time.
- (d) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

14.3 Notice of redundancy

The Employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of Employee's income. In all cases however, the minimum period of notice for Employees subject to termination or reduction or alteration of hours which causes a loss of Employee's income, will be as follows:

- (a) The required period of notice in the event that a position is made redundant, or hours are reduced or altered to cause a loss of Employee's income is four (4) weeks; and
- (b) The required notice period will be increased by one (1) week if the Employee is over forty five (45) years of age at the time of termination.

14.4 Redundancy Process

- (a) In the event that it is necessary for the Employer to make a position(s) redundant, or reduce or alter hours which causes a loss of Employees income, the Employer will, in the first instance, seek expressions of interest from all affected staff, in volunteering for a redundancy package.
- (b) In assessing applications for voluntary redundancy, the parties acknowledge that the Employer will take into account the skill and operational requirements of the enterprise.
- (c) In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing staff. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of position hours which causes a loss of an Employee's income, the Employer will be entitled to take into account the operational requirements of the business. The Employer shall consult with the union where the Employer rejects an application for voluntary redundancy in favour of an involuntary redundancy.

14.5 Redundancy Package

Where redeployment or retraining opportunities are not available, the redundancy package to be paid to each redundant Employee is as follows:

- (a) Four (4) weeks' pay in lieu of notice;
- (b) For Employees with less than four (4) years continuous service the NES minimum entitlement;
- (c) Two (2) weeks' pay for each year of service or part thereof up to a maximum of twenty (20) weeks for ten (10) or more years of service;
- (d) Payment of all accrued annual leave entitlements including leave loading;
- (e) Payments of pro rata long service leave after seven (7) years of continuous service.
- (i) For the purpose of a 'Weeks' pay' for redundancy only this means:
 - (i) The hours worked per week as averaged over the previous three (3) months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the Ordinary hourly rate for the classification; and
 - (ii) Any penalties as averaged over the previous three (3) months, excluding any period of leave or other extraordinary absence; and
 - (iii) Loading (where applicable); and
 - (iv) Any all-purpose work-related allowances.

- (ii) In addition to the redundancy payment detailed above, an Employee will also receive payment for all accrued annual leave entitlements and, where the Employee has more than seven (7) years of continuous service, long service leave.

14.6 Time off to seek other Employment

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

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

14.7 Financial Counselling

The Employer undertakes to provide access in paid time for each Employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The Employer will pay for the initial cost associated with financial counselling (up to two (2) sessions) from a financial adviser agreed to by the Employer and the Employee.

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

PART 5 – WAGES AND RELATED MATTERS

15. WAGE INCREASES

The base salaries of Employees covered by this Agreement will be increased as provided in Appendix 1 (Classification, Wage Structure and Allowances) of this Agreement.

The Wage Structure detailed at Appendix 1 (Classification, Wage Structure and Allowances) of this Agreement provides the applicable base wage ranges for each classification.

16. SUPERANNUATION

16.1 Superannuation legislation

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the default superannuation fund identified at clause 16.4 below shall apply.

The rights and obligations in this clause supplement those in superannuation legislation.

16.2 Employer contributions

- (a) An Employer must make such superannuation contributions to a compliant superannuation fund for the benefit of an Employee in accordance with the Superannuation Guarantee Charge ('SGC') applicable at the relevant time.
- (b) The Employer must pay to the relevant superannuation fund the amount specified above no later than five (5) business days following the employee's pay date.

16.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount or percentage from the post-taxation salaries of the Employee into the same superannuation fund as the Employer makes the superannuation contributions above.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wage of the Employee from the beginning of the first full pay period following the giving of one (1) month's written notice to the Employer.

16.4 Superannuation fund

Unless the Employer is required to make the superannuation contributions provided for in this clause to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions and pay the amount authorised in this clause to HESTA or any successor to that fund.

17. PAYMENT OF WAGES

For the purpose of this clause, 'wages' means the Ordinary rate for ordinary working hours worked to which an Employee is entitled and includes any other payment to which an Employee is entitled under the provisions of this Agreement including allowances, leave payments, loadings, shift penalties and overtime.

17.1 Time and interval of payment

- (a) Wages are to be paid fortnightly and not later than the close of business on Thursday ('the ordinary scheduled pay day').
- (b) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.

17.2 Method of payment of wages

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

17.3 Statement of salaries

On the ordinary scheduled pay day, the Employer is to provide to each Employee full written details of the wage being paid in that pay period.

Where the hourly rate, or the number of ordinary hours per week of an Employee is changed, or in the case of back monies due, annual leave payment and payment on termination, the Employer will state the details separately in writing.

17.4 Deduction of moneys

Where authorised by an Employee in writing, the Employer is to make deductions from the Employee's fortnightly wage payment.

17.5 Overpayment of wages

- (a) Where an Employee or the Employer discover an overpayment in relation to the payment of salaries or entitlements to an Employee, the party discovering the error must notify the other party of the error at the earliest opportunity.
- (b) Once an overpayment has been notified, the Employer and the Employee will meet to negotiate a reasonable repayment schedule. The Employee will not unreasonably refuse to repay the overpayment amount.
- (c) If agreement is unable to be reached in accordance with this clause, the dispute resolution process detailed in this Agreement shall apply.

17.6 Late payment of wages

- (a) Unless it is beyond the control of the Employer, an Employee kept waiting for payment of wages for more than two (2) hours after the usual time for ceasing work on the Employees' normal pay day, due to any action or default of the Employer, will be paid waiting time at the appropriate overtime rate in this Agreement for all time kept waiting for their pay.

An Employee will not receive more than eight (8) hours pay at the rate prescribed in this subclause in any twenty four (24) hour period.

- (b) In circumstances where payment of wages is delayed due to reasons beyond the control of the Employer, the Employer will do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the Employer that the Employees pay will be delayed.

17.7 Payment of wages on termination

Where an Employee's employment is terminated at the initiative of either the Employer or Employee all wages owing shall, where practicable, be paid on the next nominated pay day after the date of termination unless otherwise requested by the Employee.

18. ALLOWANCES

18.1 Higher duties

- (a) A home carer/support worker engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher rate as follows:
 - (i) for two (2) hours or less – the time so worked; or
 - (ii) where the time so worked exceeds two (2) hours – a full day or shift
- (b) An Employee, other than a home carer/support worker, who is directed to perform the duties and responsibilities of a higher classified position for a continuous period of one (1) working day or longer, shall be paid the appropriate rates of pay for the higher classified position for the entire period.
- (c) An Employee, who is directed to perform part duties and have part responsibilities of a higher classified position, for a continuous period of one (1) working day or longer, shall be paid the appropriate rates of pay for the higher position or a classification level relevant to the duties.
- (d) If an Employee is directed to perform part duties and have part responsibilities of another position and also fulfil their own duties, the Employee shall be entitled to be paid at the appropriate rate of pay immediately above their own in the classification structure.

18.2 Meal Allowance during overtime

An Employee who is required to work overtime for one (1) hour or more will be supplied with a meal or be paid an allowance as specified at Appendix 1 (Classification, Wage Structure and Allowances) of this Agreement. Provided that where such overtime work exceeds four (4) hours a further meal allowance as specified at Appendix 1 (Classification, Wage Structure and Allowances) will be paid.

18.3 On Call

- (a) An Employee on call shall receive a daily allowance as specified at Appendix 1 of this Agreement.
- (b) An Employee in receipt of the on call allowance are to be contactable by phone and be available to attend the job in the time it would usually take the Employee to attend for work from their normal place of residence.
- (c) An Employee is paid a minimum of two (2) hours at the appropriate overtime rate for each call out. However, the Employee is not entitled to another call out payment should the Employee receive another call out or undertake any work within that two (2) hour period.
- (d) The time worked on a call out includes the time it would usually take the Employee to attend for work from their normal place of residence, return home to their normal residence and the time taken to complete the required work on site.

For example: It takes an Employee thirty (30) minutes to travel to work from their normal place of residence, two (2) hours to complete the required work and then thirty (30) minutes to travel back to their normal place of residence. The time worked is counted as a total of three (3) hours.

18.4 Call back

- (a) An Employee is paid a minimum of two (2) hours at the appropriate overtime rate for each call back.
- (b) The time worked on a call back includes the time it would usually take the Employee to attend for work from their normal place of residence, return home to their normal residence and the time taken to complete the required work on site.
- (c) This clause does not apply to those Employees in receipt of an on call allowance.

18.5 Telephone duty

In addition to the on call allowance, an Employee who performs telephone duties shall be paid for a minimum of one (1) hour's work for disturbance, whether as single disturbance of a maximum of one (1) hour or two (2) disturbances of a maximum of thirty (30) minutes, whether or not the full hour is worked, at the applicable overtime rates.

For any subsequent disturbances, the Employee shall be paid for each thirty (30) minute period in which duties are performed whether or not the full period is worked, at the applicable overtime rates.

18.6 Travel, Accommodation and other Incidental Expenses

Where the Employer requires an Employee in the course of duties to be absent overnight or for part of the day, the Employee must be reimbursed for reasonable travelling, accommodation and other incidental expenses. This provision does not apply if the expenses are paid for by the Employer.

18.7 Vehicle Allowance

- (i) Wherever practical and reasonable to do so, the Employer will provide an Employee who is required to travel by vehicle for work purposes with a vehicle.
- (ii) When a vehicle has been allocated to an Employee for work purposes, the Employee must use that vehicle.
- (iii) An Employee who is not allocated a vehicle, who, uses their own private motor vehicle in the course of their duties must be paid a vehicle allowance as specified at Appendix 1 (Classification, Wage Structure and Allowances) of this Agreement.
- (iv) All travel between clients, and travel associated with the servicing of a client in a private vehicle, shall be deemed to be travel authorised by the Employer.
- (v) All travel between clients will be paid at the applicable rate of the motor vehicle allowance in (c) above. Travel from the Employee's home to the first scheduled client and from the last scheduled client to the Employee's home will not be paid.

- (vi) Employees will be paid for actual time worked which will include time taken to travel between clients but will not include time taken for travel to and from home to the first and last client or travel between broken shifts.
- (vii) Where an Employee is required to attend the office of the Employer before travelling to the first client then the distance travelled from the office to the first client will be paid at the above rates.
- (viii) Employees will be required to travel between the clients in the order set out by the Employer and that this order can only be changed after there has been consultation between the Employer and the Employee. This agreement will be documented by the Employer.
- (ix) The Employer shall not be liable for any incident, accident or damage sustained to an Employee's private vehicle whilst undertaking approved or non-approved work related travel. The vehicle allowance rates include compensation for all running costs, insurance, wear and tear and all other costs associated with running the vehicle.

18.8 Uniform

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

18.9 Buddy allowance

An allowance per hour shall be paid to an Employee who is appointed to act as a buddy to new employees as detailed in Appendix 1 (Classification, Wage Structure and Allowances) of this Agreement.

18.10 Reimbursement of activities and meals with clients

- (a) An Employee who is required to participate in any activities with the client (as defined), which requires the Employee to participate as per the client's funding approval (e.g. bowling etc.), will be reimbursed in full for the cost of that activity.
- (b) If in the course of providing support to a client the Employee accompanies the client to a food premises, café or restaurant and, as part of the client's care plan, has a non-alcoholic drink, food or meal with that client, the Employee will be reimbursed the cost of the drink, food or meal.
- (c) Provided that in order to receive a reimbursement as outlined above the co-ordinator has undertaken an assessment and:
 - (i) The activity or meal must be approved by the client prior to the activity or meal occurring; and
 - (ii) The approved activity or meal is documented in the client's care plan and client funding is available.

18.11 Allowances not to be taken into account

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

18.12 Increases to Allowances

Increases to allowances are detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.

PART 6 – HOURS OF WORK

19. HOURS OF WORK

19.1 Ordinary hours of work

The ordinary hours of work for day workers will be thirty eight (38) hours per week between 6.00am and 6.00pm Monday to Friday. No more than ten (10) hours will be worked as ordinary hours in any one day.

19.2 Day workers who undertake shifts temporarily

A day worker, who agrees to undertake shifts to cover for another worker or for operational reasons, is entitled to the relevant payment under the terms of this Agreement or payment for overtime, whichever is greater.

19.3 Ordinary hours of work Part-time Employees

The Employer understands that Part-time Employees may want to work additional hours from time to time. The Employer where safe, practicable and reasonable, will give priority to permanent part time staff to increase additional hours when other permanent staff are on any form of leave.

19.4 Shifts & Allowances

An Employee's ordinary hours of shift work will only exceed ten (10) hours per shift when there is written agreement between the Employee and Employer on the following basis:

- (a) On average a maximum of thirty eight (38) hours per week are worked and not more than one hundred and fifty two (152) ordinary hours will be worked in any twenty eight (28) consecutive days; and
- (b) Time worked beyond that specified above will be paid as overtime.

19.5 Shift allowances

- (a) An employee whilst on Afternoon shift as defined in this Agreement must be paid for such shift 17.5% more than the employee's Ordinary rate.
- (b) An employee whilst on Night shift as defined in this Agreement must be paid for such shift 22.5% more than the employee's Ordinary rate.

19.6 Sleepovers

- (a) An employee may refuse a sleepover, but only with reasonable cause.
- (b) The span for a sleepover will be a continuous period of eight (8) hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- (c) The employee will be entitled to a sleepover allowance of one hundred dollars (\$100) for each night on which they sleep over.
- (d) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one (1) hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (e) An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The sleepover allowance will be in addition to the minimum payment prescribed by this clause.
- (f) The dispute resolution procedure in clause 9 of this Award applies to the sleepover provisions.

19.7 Rate for working on Saturday, Sunday and Public Holiday shifts

- (a) The minimum rate to be paid for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift allowances prescribed in this Agreement.
- (b) Workers who work a shift on a Sunday or public holiday are to be paid for all time worked as follows:
 - (i) Sunday—double time 200%.
 - (ii) Public holidays—double time and a half 250%.
- (c) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- (d) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.
- (e) The extra rates in this subclause are in substitution for and not cumulative upon the shift allowances prescribed in this Agreement.

- (f) The rate at which a day worker is to be paid for all time worked on a public holiday is 250% of their Ordinary hourly rate, the loading is in substitution for and not cumulative upon the shift allowances as prescribed in this Agreement.
- (g) The rate at which a Casual Employee is to be paid for all time worked on a public holiday is 275% of their Ordinary hourly rate, which is inclusive of their casual loading, the loading is in substitution for and not cumulative upon any shift allowances as prescribed in this Agreement.

19.8 Broken shifts

- (a) Shifts worked are to be continuous, however should an employee agree to undertake broken shifts, then this clause applies.
- (b) Broken shift with one (1) unpaid break
 - (i) An employer may only roster an employee to work a broken shift of two (2) periods of work with one (1) unpaid break (other than a meal break).
 - (ii) An employee rostered to work a broken shift with one (1) unpaid break must be paid the broken shift allowance as per Appendix 1.
- (c) Agreement to work a broken shift with two (2) unpaid breaks
 - (i) An employer and an employee may agree that the employee will work a broken shift of three (3) periods of work with two (2) unpaid breaks (other than meal breaks).
 - (ii) An agreement under this clause must be made before each occasion that the employee is to work a broken shift with two (2) unpaid breaks unless the working of the two (2) break broken shift is part of the agreed regular pattern of work
 - (iii) An employee who works a broken shift with two (2) unpaid breaks must be paid the applicable broken shift allowance as per Appendix 1
- (d) Where a break in work falls within a minimum payment period then it is to be counted as time worked and does not constitute a break in a shift.
- (e) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with the relevant clauses of this Agreement.
- (f) An employee must be paid the shift allowances in relation to work performed on a broken shift, provided that:
 - (i) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift
 - (ii) The night shift allowance is not payable for work performed on a night shift that commences before 7.00 am.

Example: If an employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of

work), the afternoon shift allowance will be payable on the second period of work only.

- (g) The span of hours for a broken shift is up to twelve (12) hours. All work performed beyond a span of twelve (12) hours will be paid at double time.
- (h) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.

19.9 Unscheduled cancellation of client engagement

- (a) Client cancellation is where a client cancels a scheduled home care or disability service, within seven (7) days of the scheduled service, which a full-time or part-time employee was rostered to provide. A client cancellation includes where a client reschedules a scheduled home care or disability service.
- (b) Where a service is cancelled by a client the employer may either:
 - (i) direct the employee to perform other work during those hours in which they were rostered; or
 - (ii) cancel the rostered shift or the affected part of the shift.
- (c) Where the employee is directed to perform other work, the employee will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (d) Where the rostered shift is cancelled, the employer must either:
 - (i) pay the employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - (ii) provide the employee with make-up time. The make-up time arrangement can only be used where the employee was notified of the cancelled shift (or part thereof) at least twelve (12) hours prior to the scheduled commencement of the cancelled service.
- (e) Where the employer elects to provide make-up time:
 - (i) The employer must provide the employee with seven (7) days' notice of the make-up time (or a lesser period by agreement with the employee);
 - (ii) The make-up time must be worked within two (2) full pay periods of the date of the cancelled service;
 - (iii) The Employer must consult with the employee in accordance with this Agreement.
 - (iv) The make-up time can include work with other clients or in other areas of the employer's business provided the employee has the skill and competence to perform the work; and
 - (v) An Employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.

19.10 Rosters

- (a) Employees roster will be posted at least two weeks before the commencement of the roster period; and
- (b) Seven (7) days' notice will be given of a change in a roster (except where the changes are a result of Employees absent from work on account of personal/carer's leave, compassionate leave or in the case of an emergency).
- (c) Notwithstanding the above, if the Employee and Employer agrees, rosters can be changed at any time.

19.11 Rest breaks between rostered work

An employee will be allowed a break of not less than ten (10) hours between the end of one shift or period of work and the start of another.

20. MEAL BREAKS AND REST PERIODS

20.1 Meal break

- (a) Employees who work in excess of five (5) hours on any day shall receive a meal break of at least thirty (30) minutes and not more than sixty (60) minutes the meal break shall not be counted as time worked, and the Employee shall be free of all duty during such interval. By mutual agreement alternative arrangements may apply.
- (b) Employees when undertaking the duties of reception staff and cannot be relieved will be paid for the time taken to have a meal break at their Ordinary hourly rate.
- (c) Where an employee is required by the employer to have a meal with a client or clients as part of their normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and this clause does not apply. This paid meal period is to be counted as time worked.

20.2 Rest Period

An Employee shall not be required to work for a period of more than three (3) hours without being given a rest period of fifteen (15) minutes. The rest break must be counted as part of time worked. By mutual agreement alternative arrangements may apply.

20.3 Meal break when required to work overtime

- (a) An Employee required to work more than two (2) hours of overtime will receive a ten (10) minute paid break plus an optional unpaid meal break.
- (b) An Employee must be allowed a paid rest break of twenty (20) minutes after each four hours of overtime worked, if the Employee is required to continue work after the rest break.
- (c) Provided that where a day worker on a five (5) day week is required to work overtime on a Saturday, the first prescribed rest break, if occurring between 10.00 am and 1.00 pm must be paid at Ordinary rates.

- (d) The Employer and an Employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the Employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.

21. OVERTIME

21.1 Requirement to work reasonable overtime

- (a) With the exception of sleepovers, and unless provided for elsewhere, and subject to the below, the 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 additional hours which are unreasonable.
- (c) Whether any additional hours are unreasonable shall be determined by having regard to:
 - (i) Any risk to the Employee's health and safety;
 - (ii) The Employee's personal circumstances including family responsibilities;
 - (iii) The needs of the Employer;
 - (iv) The notice (if any) given by the Employer of the requirement to work overtime and by the Employee of their intention to refuse it;
 - (v) The usual patterns of work applicable to the Employee;
 - (vi) The nature of the Employee's position and the Employee's level of responsibility; and
 - (vii) Any other relevant matter.

21.2 Calculation

- (a) In calculating overtime, each day's work will stand alone.
- (b) Overtime is calculated based on an Employee's Ordinary hourly rate and is exclusive of loadings and penalty rates.

21.3 Overtime Rates

The following overtime rates apply to work outside the hours prescribed in the hours of work clause in this agreement, span of hours, hours in excess of the Employee's ordinary hours of work or hours worked in excess of 76 hours per fortnight.

- (a) Monday to Saturday: time and one-half (150%) for the first two (2) hours worked and double time (200%) thereafter;
- (b) Sunday: double time (200%);
- (c) Work undertaken after 10.00 pm Monday to Saturday; double time (200%);

- (d) An employee returns to work without having at least ten (10) hours break between each day's work: double time and
- (e) Public Holiday: double time and one half (250%);

21.4 Time off in lieu

An Employee and their Team Leader may agree to accrue time off in lieu as an alternative to payment of overtime in accordance with the following requirements:

- (i) Time off in lieu is accrued on a time for time basis.
- (ii) Accrued time off in lieu is to be taken at a mutually agreed time. Accrued time in lieu must be utilised within four (4) months of accrual.
- (iii) If an Employee has not utilised his or her time in lieu within the four (4) month period prescribed above, the Employee may request, or the Employer may decide, that accrued time in lieu is to be paid out. Accrued time in lieu will be paid out at the overtime rate that applied at the time the overtime was worked.
- (iv) Accrued time in lieu is paid out at the relevant overtime rate at the time of termination of employment.

21.5 Ten Hour Break between Shifts

- (a) An Employee (other than a Casual Employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those time, will, subject to this clause, be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
- (a) If on the instructions of the Employer the Employee resumes or continues work without having had ten (10) consecutive hours off duty they will be paid at double time (200%) rates until released from duty for such period and will then be entitled to be absent until they have ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

22. VOLUNTARY EXTRA HOURS

- (a) A part time employee may request additional hours (ie: hours in excess of the employee's agreed regular pattern of work).
- (b) If the employee works those additional hours by agreement with the Employer, the employee will be paid at the employee's ordinary time rate.
- (c) Any agreement between an Employee and the Employer in accordance with the above shall be in writing and become part of the Employee's time and attendance record.

PART 7 – LEAVE ENTITLEMENTS & PUBLIC HOLIDAYS

23. ANNUAL LEAVE

- (a) Annual Leave is a matter provided for in the NES. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Annual leave accrues progressively throughout the year and is credited fortnightly.
- (c) Unless specifically stated, the provisions of this clause apply to an Employee, other than a Casual Employee.
- (d) Part-time Employees accrue and utilise leave entitlements on a pro-rata basis in accordance with this Agreement.

23.1 Leave accrual

A Full-time Employee accrues four (4) weeks Annual Leave annually throughout the year and is credited fortnightly.

Employees who are classified as a shiftworker, will be entitled to an additional one (1) weeks leave where;

- (a) an employee who works for more than four (4) ordinary hours on ten (10) or more weekends during the yearly period in respect of which their annual leave accrues; or
- (b) an employee who works at least eight (8) twenty four (24)-hour care shifts during the yearly period in respect of which their annual leave accrues.

A yearly period is based on employees anniversary date of employment.

23.2 Annual leave exclusive of public holidays

Annual leave taken shall be exclusive of Public Holidays. If any Public Holiday falls within an Employee's Annual Leave, Annual Leave will not be deducted for that Public Holiday.

23.3 Personal leave during annual leave

An Employee may claim a period of Personal Leave during a period of Annual Leave subject to the Employee providing a medical certificate in accordance with Personal Leave as provided for in this Agreement.

An Employee claiming personal leave during an annual leave period must also notify the Employer of their intention to claim personal leave as soon as reasonably practical after the personal leave situation arises.

23.4 Annual leave may be taken in more than one period

Annual leave is to be granted and taken in one (1) consecutive period, or any combination of periods agreed between the Employer and Employee.

23.5 Payment for period of leave

- (a) All Employees before going on leave will be paid the amount of wages, they would have received for the ordinary time which they would have worked had they not been on leave.
- (b) Payment for annual leave shall be made on the applicable pay day that would have applied if it weren't for the period of leave.

23.6 Leave loading

- (a) An employee, other than a shiftworker, shall receive a loading of 17.5% on the payment made for annual leave.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) An annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) The weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) The loading will be paid on a maximum entitlement of five (5) weeks each year in the case of Shift workers and four (4) weeks each year for all other Employees.

23.7 Payment in lieu of annual leave

- (a) An Employee may apply for a payment in lieu of annual leave provided that the Employee's remaining annual leave accrual following payment is at least four (4) weeks.
- (b) When considering a request by an Employee for a payment in lieu of annual leave, the Employer will not approve a request where the Employee has not taken a minimum of ten (10) working days leave (which may be made up of annual leave, long service leave or a combination thereof) in the twelve (12) months immediately preceding the request. The Employer may waive this requirement if the Employee can demonstrate that there is a pressing domestic or financial necessity underpinning their request.
- (c) Each payment in lieu of annual leave must be by separate agreement in writing between the Employee and the Employee's Team Leader. Employees will be paid the amount of wages they would have received had they taken the leave.

23.8 Payment on termination

An Employee is entitled to payment of any accrued annual leave entitlement on termination. The employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

24. PERSONAL LEAVE

- (a) Personal leave is a matter provided for in the NES. Where there is an inconsistency between this clause (clause 24) and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. This clause contains additional provisions.

- (b) Unless specifically stated, the provisions of this clause apply to an Employee, other than a Casual Employee.
- (c) Part-time Employees accrue personal leave progressively and utilise leave entitlements on a pro-rata basis in accordance with this Agreement.

24.1 Paid Personal Leave

Paid personal leave is available to an Employee, when they are absent from work:

- (a) Due to personal illness or injury (sick leave); or
- (b) To provide care or support to a member of the Employee's Immediate family or a member of the Employee's household who requires care or support because of personal illness or injury or who requires care or support due to an unexpected emergency (carer's leave).

24.2 Amount of personal leave

- (a) A Full-time Employee will be entitled to twenty (20) days of paid personal leave per year of continuous service and accrues from year to year without limitation. Part-time employees will receive pro-rata based on their contracted hours of work.
- (b) In addition to the paid personal leave outlined above, an Employee will receive an additional two (2) weeks carers leave per annum which does not accrue year to year. The additional two (2) weeks carers leave will be issued in full, at the anniversary of each year of service by an Employee and may only be accessed once an Employee has exhausted all accrued personal leave.

24.3 Sick leave

An Employee who is absent from work because of personal illness or an injury is entitled to paid personal leave in accordance with the Employee's ordinary hours of work, at the Employee's Ordinary hourly rate subject to the following conditions:

- (a) An Employee is not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation; and
- (b) The onus is on an 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.

24.4 Carer's leave

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

24.5 Planned personal leave

In circumstances where an Employee has obligations to provide regular, ongoing care or support to a member of the Employee's household or immediate family, the Employee is

encouraged to discuss these obligations with their Team Leader so that, to the extent reasonably possible, the Employee's personal leave may be planned and agreed in advance.

24.6 Evidentiary requirements

- (a) An Employee may take a maximum of five (5) single days per calendar year without a medical certificate.
- (b) An Employee will prove to the satisfaction of a reasonable person that the Employee was unable to on account of illness or injury to attend for duty on the days for which personal leave is claimed.
- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by producing evidence acceptable to the Employer or a statutory declaration the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (d) Medical certificates are required for:
 - (i) All absences immediately before or after a period of leave;
 - (ii) Any absence on a public holiday where the employee was scheduled to work; and/or
 - (iii) For all absences of two (2) days or more.

24.7 Notification Requirements

- (a) For the purposes of personal leave, an Employee must inform the Employer as soon as reasonably practicable of:
 - (i) Their inability to attend for duty; and
 - (ii) As far as is reasonable, advise the nature of the injury or illness (particularly if the illness has transmission implications for other staff) and the estimated duration of the absence.
- (b) For the purpose of carer's leave, the Employee shall, wherever reasonable practicable:
 - (i) Give the Employer notice prior to the absence or the intention to take carer's leave;
 - (ii) The name of the person requiring care or support and their relationship to the Employee; and
 - (iii) As far as is reasonable, advise the nature of the injury or illness (particularly if the illness has transmission implications for other staff) and the estimated duration of the absence.
- (c) If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

24.8 Unpaid Personal leave

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

24.9 Casual Employees

- (a) Subject to the evidentiary and notice requirements above, Casual Employees are entitled to take unpaid carer's leave to provide care or support for members of their Immediate family or household who require care or support because of personal illness or personal injury or because of an unexpected emergency affecting the member, or the birth of a child.
- (b) The Employer and the Employee will agree on the period for which the Employee will be entitled unpaid carer's leave. In the absence of agreement, the Employee is entitled to leave for up to two (2) days on each occasion.
- (c) An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause 24.9. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.

24.10 Accrual to be detailed on payslips

An employee's paid personal/carer's leave accrual will be detailed on their payslip.

25. COMPASSIONATE LEAVE

25.1 Basic Entitlement

- (a) Compassionate Leave is a matter provided for in the NES. Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) An Employee (other than a Casual Employee) is entitled to take up to five (5) days (within Tasmania) and five (5) days (interstate) of paid compassionate leave for each permissible occasion when a member of the Employee's Immediate family or household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life; or dies. The leave may also be taken to spend time with the member of the Employee's Immediate family or household who has contracted or developed a serious personal illness, or sustained a serious personal injury.
- (a) The Employer may grant additional paid compassionate leave where the circumstances justify such additional leave.
- (b) The Employer may approve paid compassionate leave for Employees who have a significant relationship with other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which

poses a serious threat to his or her life, or have died, where it can be established that a significant relationship exists.

- (c) The Employer may require that an Employee provide evidence of the illness or injury that would satisfy a reasonable person.
- (d) The compassionate leave for a particular permissible occasion may, where the Employer and the Employee agree, be taken over broken periods and need not necessarily be taken as one consecutive period of leave.
- (e) 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.
- (f) A Casual Employee will be entitled to take the same leave periods as detailed above as unpaid leave.
- (g) An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlement provided for in this clause. The rights of an Employer to engage or not engage a Casual Employee are otherwise not affected.

25.2 Additional Entitlement

- (a) Reasonable additional compassionate leave may be granted where an Employee has assumed significant responsibility for the arrangements associated with the ceremony resulting from the death of a member of the Employee's Immediate family or household or where cultural obligations necessitate a longer period of compassionate leave.
- (b) As well as the additional compassionate leave provided above, an Employee may use accrued annual leave or personal leave. An Employee may, at the Employer's discretion and approval, take leave in advance or unpaid leave to help the Employee through this period.

26. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the NES and any Paid Parental Leave scheme paid by the Australia Government. During a period of Paid Parental Leave the Employer will pay the difference between the government funded payment and the Employee's contracted ordinary hours at the time of commencing leave for a maximum period of eighteen (18) weeks.

26.1 Variation of a period of Parental Leave

Unless agreed otherwise between the Employer and the Employee, an Employee may apply to change the period of parental leave on one (1) occasion. Any such change is to be notified at least four weeks before the commencement of the changed arrangements.

26.2 Use of other leave in conjunction with Parental Leave

An Employee may in lieu of or in conjunction with parental leave, take any accrued annual leave or long service leave entitlements, subject to the total amount of leave not exceeding fifty-two (52) weeks. An Employee on Parental Leave may opt to have these payments made at half pay.

26.3 Unpaid Parental Leave

- (a) The unpaid parental leave entitlement provided in accordance with the Fair Work Act operates in simultaneously with the paid parental leave entitlement provided above.
- (b) An Employee may request an additional period of unpaid parental leave up to a maximum of fifty two (52) weeks (two (2) years in total) in accordance with the NES requirements.

26.4 Transfer to a Safe Job

Shall be observed in accordance with the NES requirements.

26.5 Returning to Work After a Period of Parental Leave

Shall be observed in accordance with the NES requirements.

27. PUBLIC HOLIDAYS

27.1 Prescribed holidays

- (a) Local, state and national Public Holidays are observed in accordance with the *Statutory Holidays Act 2000* (Tas).
- (b) An Employee is entitled to be absent from work on a day or part-day that is a public holiday in the Employee's ordinary work location.
- (c) In circumstances where an Employee is required to work on a public holiday which applies at the Employee's usual workplace, but the Employee is working away from the usual workplace and at a location where that public holiday does not apply, the Employee will observe the public holiday applicable to their ordinary work location.

27.2 Payment for prescribed public holidays

Employees, other than Casual Employees, who but for a public holiday would be rostered to work on a day that is a public holiday shall receive payment at their normal rate of pay which would have applied to the Employee concerned, when, if it were not for such holiday they would have had been at work.

27.3 Payment when released from work early

If the Employer and Employee reach agreement to release the Employee from duty early on that day, the Employer will pay an Employee their normal rate for the hours he or she was scheduled to work on a public holiday.

27.4 Substitution of public holidays by agreement

By agreement between a Team Leader and one or more Employees in the relevant workplace, an alternative day may be taken as a public holiday in lieu of any of the prescribed holidays referred to above.

28. COMMUNITY SERVICE LEAVE

- (a) Community Service Leave will be in accordance with the provisions contained in the NES. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Community Service Leave includes jury service, a voluntary emergency service activity (in accordance with s.109 of the FW Act) or an activity prescribed by the *Fair Work Regulations 2009* (Cth).
- (c) An Employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency management activity during normal working hours may be entitled to paid leave on application.
- (d) Community Service Leave arrangements apply in respect to Employees who are registered volunteers with the following emergency service organisations:
 - (i) Tasmania Fire Service;
 - (ii) Tasmanian Ambulance Service;
 - (iii) State Emergency Service; and
 - (iv) Other emergency service consistent with the NES definition.
- (e) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (f) The Employer will grant approval for an Employee to be absent from duty so the Employee can assist with an emergency situation, providing the following conditions are met;
 - (i) The Employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
 - (ii) The Employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - (iii) If required by the Employer, the Employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

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

28.1 Jury Service

- (a) Eligible Employees are entitled to receive their applicable Ordinary hourly rate for attending Jury Service (limited to a maximum of ten (10) days in accordance with the NES).
- (b) The Employee shall notify the Employer as soon as practical of the date on which they are required to attend for Jury Service. The Employee will also provide the Employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.
- (c) In the event that a full time or part time Employee is required to serve on a jury, that Employee will not be financially disadvantaged in terms of their wages, superannuation or accrued leave entitlements for serving as a Juror.
- (d) An Employee, who receives payment for out of pocket wages from a court for serving on a jury, must produce to the Employer documentation showing the amount the Employee has received for compensation of loss of wages whilst serving as a Juror.
- (e) On production of the required documentation, the Employee will receive their fortnightly gross wage minus the amount received by the Courts. All superannuation

normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the Employee had been at work.

- (f) Time served on a jury will be deemed to be time served in employment with the Employer for the purpose of accruing leave entitlements.
- (g) Any taxation liability arising from the receipt of out of pocket wages from a court for serving on a jury is the sole responsibility of the Employee.

29. BLOOD DONORS

29.1 Paid absence

A Full-time or Part-time Employee will be entitled during paid time to donate blood on up to four occasions each calendar year. However, wherever practicable appointments to donate blood should be made as close as possible to the beginning or the ending of the working day, with the exception of Community Care Employees who will be required to schedule appointments to donate blood around client schedules.

29.2 Notification

The Employee will notify the Employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

29.3 Proof of attendance

When requested, the Employee must provide reasonable proof of attendance at the blood donation appointment and the duration of the appointment.

30. FAMILY VIOLENCE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence that may include the following:

- (a) Access to our Employee Assistance Provider (EAP);
- (b) Entering into flexible working arrangements; or
- (c) Accessing their entitlement to personal / carer's leave and / or annual leave.
- (d) An Employee is entitled to twenty (20) days' paid leave to deal with family and domestic violence, as follows:
 - (iii) The leave is available in full at the start of each twelve (12) -month period of the Employee's employment.
 - (iv) The leave does not accumulate from year to year.
 - (v) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

- (vi) The Employer and Employee may agree that the Employee may take more than twenty (20) days' unpaid leave to deal with family and domestic violence.

An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

31. LONG SERVICE LEAVE

- (a) Long Service Leave entitlements are provided in accordance with the Long Service Leave Act 1976 as amended; however, the Employer provides thirteen (13) weeks long service leave in respect for the first ten (10) years of continuous employment and 1.3 weeks long service leave in respect of each additional twelve (12) months 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*.

32. CEREMONIAL / CULTURAL 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 observation of a recognised religious occasion; 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 two (2) weeks' notice in writing of the Employee's intention to take leave pursuant to this clause.
- (e) The granting of leave is subject to the operational requirements of the Employer, including the capacity to make alternative staffing arrangements.

PART 8 – GENERAL

33. PROFESSIONAL DEVELOPMENT

Conference / Seminar Leave

- (a) All staff shall be eligible for a minimum of five (5) days paid leave per annum to attend Conferences, Seminars or Short courses for the purpose of professional development. Part-time staff shall receive this leave on a pro-rata basis.
- (b) The Employer will provide professional development opportunities to all staff to enhance their professional skills.
- (c) The Employer will meet all reasonable costs associated with approved professional development and training.
- (d) When an Employee is released for professional development leave that position will be backfilled unless it can be clearly demonstrated that back fill is not required.
- (e) Employees undertaking approved tertiary study courses may apply, in writing, for sponsorship and / or funding assistance. The Employee must provide to the Employer, a copy of all relevant information pertaining to the course such as the course outline, text book list, exam timetable etc.
- (f) There shall be a maximum of two (2) staff members from the one area off at any one time unless previously negotiated with the Employer.
- (g) There is no entitlement to professional development leave for Employees employed for less than six (6) months.
- (h) The rate of pay for professional development leave will be at Ordinary rates of pay and excludes shift or weekend allowances and penalties, overtime penalties or annual leave loading.
- (i) Where an Employee attends professional development and the location and / or duration of the course means the Employee is unable to return to complete their rostered shift, payment will be for the length of the rostered shift at Ordinary rates.
- (j) An Employee who has to travel for professional development will be paid travelling time at the Employee's Ordinary hourly rate for all time reasonably spent by the Employee reaching and/or returning from the course or training which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's normal starting point.

34. TRAINING

- (a) Employees will be informed by the Employer if the training is mandatory or optional.
- (b) Where Employees are required to undertake mandatory training, this will be scheduled within an Employee's agreed hours of work where possible.

- (c) If the training is to be undertaken outside of the Employee's agreed hours of work, it will be paid in accordance with the relevant clauses of this Agreement.
- (d) Training, which by its nature cannot be done online at home, such as manual handling training on lifting devices, first aid and CPR training, is to be done in work time where possible; and at the workplace.

35. MANDATORY POLICE CHECKS

The Employer will pay the cost of any mandatory police checks required including renewals for existing employees.

36. MANDATORY VACCINATIONS

The Employer will either provide mandatory vaccination; or reimburse Employees any cost associated with obtaining a mandatory vaccination at the direction of the Employer.

37. HEALTH AND WELLBEING

The Employer is committed to encouraging healthier lifestyle choices for all of our Employees through the provision of:

- (i) A consultative mechanism at which Employees can discuss relevant issues and raise concerns.
- (ii) A variety of health and wellbeing focused programs and initiatives.

38. BULLYING, HARASSMENT AND DISCRIMINATION

- (a) In this clause the term "harassment" includes, but is not limited to, sexual harassment.
- (b) As provided for in this clause, and as required by the Anti-Discrimination Act 1998 and Fair Work Act 2009, the Employer will take reasonable positive steps to prevent bullying, harassment, and discrimination both in its workplaces and in circumstances where there is sufficient connection between an Employee's conduct and the employment relationship.
- (c) The Employer undertakes to regularly review any existing bullying, harassment and discrimination training provided to new and existing Employees, and where it is necessary to meet the legislative requirements in the Fair Work Act 2009 and Anti-Discrimination Act 1998, will ensure appropriate changes are introduced.
- (d) All new Employees will receive bullying, harassment and discrimination training.
- (e) All existing Employees will have bullying, harassment and discrimination training included on the training calendar.
- (f) Organisers from unions that are parties to this Agreement shall be welcome to attend training sessions, provided appropriate notice is provided to the Employer and it is appropriate for them to do so.

39. EMPLOYEE RIGHT TO DISCONNECT

- (a) Unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (i) Their Employer outside of the employee's working hours; or
 - (ii) A third party if the contact or attempted contact relates to, their work and is outside of the Employee's working hours.
- (b) The Employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.
- (c) The above clause does not prevent the Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:
 - (i) The Employee is being paid the on call allowance;
 - (ii) The Employer's contact is to notify the employee that they are required to attend or perform work or give other notice about the on call;
 - (iii) Notifying an Employee of an emergency roster change; or
 - (iv) Notifying an Employee about a recall to work.

40. UNION DELEGATES RIGHTS

- (a) Union delegates or elected workplace representatives, with approval of the union and upon application in writing, shall be granted up to five (5) days leave with pay each calendar year, noncumulative, to:
 - (i) Represent members in bargaining;
 - (ii) Represent the interests of members to the Employer and industrial tribunals;
 - (iii) Consult with the union members and other Employees for whom the delegate is a bargaining representative;
 - (iv) Participate in the operation of the Union;
 - (v) Attend union education;
 - (vi) Address new Employee's about the benefits of union membership at the time that they enter employments;
 - (vii) Attend courses conducted by an approved training provider, that as designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and/or grievances in the workplace;
 - (viii) Attend union annual Delegates Conference.
- (b) Without limiting the above, shall be available as follows:

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

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

equivalent term in this enterprise agreement, the workplace delegates' rights term in the modern award applies with respect to that entitlement.

41. SALARY PACKAGING

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the Employer's salary packaging program.
- (b) The Employer agrees to permit all Employees covered by this Agreement who elect in writing to do so, to convert a proportion of their base salary, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
 - (i) Overtime and shift penalties must be calculated on the salary level which would have applied to the Employee in the absence of the Employee participating in salary packaging under the terms of this Agreement;
 - (ii) Non salary packaged benefits must be paid for any period in respect of which the Employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
 - (iii) If during the life of a salary packaging agreement between the Employer and the Employee, the Employee becomes entitled to workers compensation payments, the Employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the Employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
 - (iv) In the event that the Employee ceases to be employed by the Employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;
 - (v) Superannuation payments required to be paid under the superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - (vi) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;

- (vii) Employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (d) No Employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (e) The Employer further agrees that in the promotion and implementation of salary packaging to Employees it will advise each Employee in writing:
 - (i) That there is no compulsion for any Employee to participate in salary packaging;
 - (ii) That all employment conditions, other than salary packaging as provided for in this agreement, will continue to apply;
 - (iii) That the structure of any agreed package complies with taxation and other relevant laws;
 - (iv) That they should consult with a financial adviser prior to signing any salary packaging agreement. To facilitate this, the Employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - (v) That the payment of union dues may form part of salary sacrifice packages;
 - (vi) Of the right of the Employee to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the Employee must be provided with a printout of the relevant information;
 - (vii) That where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the Employee must give one month's notice and the Employer must give three month's notice, except in circumstances in which an Employee ceases to be employed by the Employer;
 - (viii) Prior to signing a salary packaging agreement, Employees shall be entitled to consult with the union.

PART 9 – DISPUTE RESOLUTION

42. DISPUTE RESOLUTION PROCEDURE

42.1 If a dispute relates to:

- (a) A matter arising under the Agreement; or
- (b) The National Employment Standards; or

- (c) A matter pertaining to the employment relationship.

42.2 This clause sets out procedures to settle the dispute.

- (a) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (b) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (c) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

42.3 Fair Work Commission may deal with the dispute in two (2) stages:

- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

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

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

42.4 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) The work is not safe; or
 - (ii) Applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) The work is not appropriate for the Employee to perform; or
 - (iv) There are other reasonable grounds for the Employee to refuse to comply with the direction.
- (c) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

Executed as an Agreement

Signatures

SIGNED for and on behalf of

THE HOBART DISTRICT NURSING SERVICE
INC.

Signed: 

Date: 8th of September 2025

Signatory name, address and authority to sign:

Name & Address:

Benjamin Robert Jardine

Authority to sign on
behalf of Employer:

Chief Executive Officer

2 Birdwood Avenue, Moonah TAS 7009

SIGNED for and on behalf of the

EMPLOYEES TO THIS AGREEMENT

Health Services Union, Tasmania Branch

Signed: 

Date: 11/9/25

Signatory name, address and authority to sign:

Name & Address:

Robbie Moore
11 Clare St. New Town Tas
7008

Authority to sign on
behalf of Employees:

State Secretary

Appendix 1 – Classification, Wage Structure and Allowances

CLASSIFICATIONS

The Classification Structures are listed below in the applicable appendix to this Agreement.

BASE WAGE TABLE

The following Ordinary hourly rates apply to Employees classified in accordance with the Classifications detailed in the relevant appendix below.

Social and Community Services Employees	FFPP on or after 01/01/2025 *	3.5% on the FFPP on or after 01/07/2025 *	3% or FWC minimum wage decision on the FFPP on or after 01/07/2026 *, whichever is greater	3% or FWC minimum wage decision on the FFPP on or after 01/07/2027 *, whichever is greater
Level 1 - pay point 1	26.40	27.33		
Level 1 - pay point 2	27.25	28.21		
Level 1 - pay point 3	28.23	29.22		
Level 2 - pay point 1	34.71	35.93		
Level 2 - pay point 2	35.80	37.06		
Level 2 - pay point 3	36.89	38.19		
Level 2 - pay point 4	37.88	39.21		
Level 3 - pay point 1	38.81	40.16		
Level 3 - pay point 2	39.92	41.32		
Level 3 - pay point 3	40.77	42.20		
Level 3 - pay point 4	41.61	43.07		
Level 4 - pay point 1	44.76	46.33		
Level 4 - pay point 2	45.92	47.53		
Level 4 - pay point 3	47.11	48.76		
Level 4 - pay point 4	48.16	49.84		
Level 5 - pay point 1	51.20	52.99		
Level 5 - pay point 2	52.30	54.13		
Level 5 - pay point 3	53.52	55.39		
Level 6 - pay point 1	55.94	57.90		
Level 6 - pay point 2	57.18	59.18		
Level 6 - pay point 3	58.41	60.46		
Level 7 - pay point 1	60.50	62.62		
Level 7 - pay point 2	61.77	63.93		
Level 7 - pay point 3	63.03	65.23		
Level 8 - pay point 1	65.64	67.94		
Level 8 - pay point 2	66.93	69.28		
Level 8 - pay point 3	68.23	70.62		

PROGRESSION THROUGH PAY POINTS

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a Part-time or Casual employee, 1824 hours of similar experience.

Home care employee • Aged Care	FFPP on or after 01/01/2025 *	3.5% on the FFPP on or after 01/07/2025 *	3% or FWC minimum wage decision on the FFPP on or after 01/07/2026*, whichever is greater	3% or FWC minimum wage decision on the FFPP on or after 01/07/2027 *, whichever is greater
Level 1 – Introductory (less than 3 months)	32.05	33.18		
Level 2 - Home carer (Domestic Assistant)	32.87	34.02		
Level 3 – Qualified (Cert III < than 4 years)	33.94	35.14		
Level 4 – Senior (Cert III > than 4 years)	36.11	37.37		
Level 5 – Aged Care (Specialist)	38.13	39.47		

* Any applicable increases that occur during the life of the Agreement (including but not limited to The Work Value Case) will be applied in addition to the annual Fair Work Commission increase where required.

ALLOWANCES

The following allowances apply to Employees to which this Agreement applies:

Allowance Type		Increases to Allowances
Vehicle Allowance - km rate	\$0.99 per km	99c /km or rate consistent with the SCHADS Award
Meal Allowance (overtime)	\$16.62 for a meal	As per SCHADS Award
On Call allowance Mon-Fri	\$24.50	As per SCHADS Award
On Call allowance Sat-Sun	\$48.51	As per SCHADS Award
Broken shift allowance (1 break)	\$20.82 per broken shift	As per SCHADS Award
Broken shift allowance (2 breaks)	\$27.56 per broken shift	As per SCHADS Award
Buddy shift	\$2.50	N/A

Appendix 2 – Classifications

Social and community services employee level 1

Characteristics of the level

A person employed at level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.

General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.

Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.

Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities of a clerical and/or support nature;
- undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- provide routine information including general reception and telephonist duties;
- provide general stenographic duties;
- apply established practices and procedures;
- undertake routine office duties involving filing, recording, checking and batching of Work under direct supervision.

Social and community services employee level 2

Characteristics of the level

A person employed at level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.

Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

Responsibilities

A position at this level may include some of the following:

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined;
- respond to enquiries;
- assist senior employees with special projects;
- prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- assist in calculating and maintaining wage and salary records;
- assist with administrative functions;
- implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of day program services
- assisting in the development or implementation of planning, cooking or preparation of meals under limited supervision either individually or as part of a team as part of the delivery of day program services;

Social and community services employee level 3

Characteristics of this level

A person employed at level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.

General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills. Assistance is available from senior employees.

Positions at this level allow employees the scope for exercising initiative in the application of established work procedures in direct client care coordination and/or coordination of planning and scheduling of services.

Employees may be required to supervise lower classified staff, new staff or volunteers in their day-to-day work.

Employees will be responsible for managing and planning their own work

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- undertake responsibility for various activities in a specialised area such as IT, scheduling or client coordination;
- exercise responsibility for a function within the organisation;
- scope for exercising initiative in the application of established work procedures;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee within the workplace;
- provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- supervise a limited number of lower classified employees or volunteers;
- allow the scope for exercising initiative in the application of established work procedures;
- provide assistance to senior employees;
- where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate basic community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

Social and community services employee level 4

Characteristics of this level

A person employed at level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Responsibilities

- To contribute to the operational objectives of the workplace, a position at this level may include some of the following:
- undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- provide administrative support of a complex nature to senior employees;
- exercise responsibility for various functions within a work area;
- provide assistance on grant applications including basic research or collection of data;
- undertake a wide range of activities associated with program activity or service delivery;
- undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;

- apply computer programming knowledge and skills in systems development, maintenance and implementation;
- provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. liaise with other professionals at a technical/professional level;
 - ii. discuss techniques, procedures and/or results with clients on straight forward matters;
 - iii. lead a team within a specialised project;
 - iv. provide a reference, research and/or technical information service;
 - v. carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - vi. perform a range of planning functions which may require exercising knowledge of statutory and legal requirements.

Social and community services employee level 5

Characteristics of the level

A person employed at level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation of or prepare organisation or program budgets in liaison with management;
- set priorities and monitor work flow in the areas of responsibility;
- provide expert advice to employees classified at lower levels and/or volunteers;
- exercise judgment and initiative where procedures are not clearly defined;
- understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas.
- undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

Social and community services employee level 6

Characteristics of the level

A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- undertake significant projects and/or functions involving the use of analytical skills;
- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- provide advice on matters of complexity within the work area and/or specialised area;

- control and co-ordinate a work area or a larger organisation within budgetary constraints;
- exercise autonomy in establishing the operation of the work area;
- provide a consultancy service for a range of activities and/or to a wide range of clients;
- where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

Social and community services employee level 7

Characteristics of the level

A person employed at level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation.

Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.

Positions at this level have responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees require a good understanding of the long term goals of the organisation.

The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisational goals;

- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior officers and/or the organisation;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services

Social and community services employee level 8

Characteristics of this level

A person employed at level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

A person employed at level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.

General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.

Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

Responsibilities

A position at this level may include some of or similar responsibilities to:

- undertake work of significant scope and complexity. A major portion of the work requires initiative;
- undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- administer complex policy and program matters;
- may offer consultancy service;
- evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

Home Care Employees

The Home Care classification category offers general guidance on the type of work and expected duties for employees providing domestic support or personal care to elderly individuals or those with disabilities in a private residence.

It includes the following Home Care Employee Definitions – Domestic Assistance, and Aged Care.

Domestic Assistance

Home Care Employee Level 1 – Domestic Assistance

An employee providing indirect basic home care services to aged care and disability clients who has less than 3 months home care experience.

Duties are primarily focused on the client's environment.

Duties include but not limited to:

- General household tasks such as cleaning, vacuuming, dusting, washing, ironing, and shopping
- Sweeping paths and performing minor maintenance tasks
- Meal preparation and cooking
- Defrosting refrigerators
- Emptying and cleaning commodes
- Organising and assisting with appointments

Home Care Employee Level 2 – Domestic Assistance

In addition to the duties specified in Level 1 - Domestic Assistance, an employee at this level has more than 3 months home care experience.

Home Care Employees – Aged Care

Home Care Employee Level 3 – Aged Care (Qualified)

An employee providing home care services to aged care clients who has obtained a Certificate III in Individual Support (Ageing) or an equivalent qualification.

Duties include (but not limited to) all Level 2 Domestic Assistance responsibilities, plus:

- Providing personal care assistance, including showering, dressing, grooming, and toileting
- Assisting with mobility and transfers
- Monitoring clients' well-being and reporting changes
- Providing companionship and emotional support
- Assisting with medication (as per policy and training)

Home Care Employee Level 4 – Aged Care (Senior)

An employee providing home care services to aged care clients who has obtained a Certificate III in Individual Support (Ageing) or an equivalent qualification AND has at least four years of experience at Level 3 after 1st January 2025.

Duties include all Level 3 responsibilities, plus:

- Supporting clients with more complex care needs
- Assisting in developing and implementing individual care plans
- Providing mentorship and support to Level 1 to Level 3 employees

Home Care Employee Level 5 – Aged Care (Specialist)

An employee providing home care services to aged care clients who has obtained a Certificate IV in Ageing Support or an equivalent qualification, and is working in a designated “specialist” role as required by the employer.

Duties include all Level 3 responsibilities, plus:

- Providing specialised support for clients with dementia, disability, or high-care needs
- Conducting risk assessments and implementing appropriate care strategies
- Coordinating and facilitating care services to enhance client independence

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2025/3064

Hobart District Nursing Service Inc. General Staff Agreement 2025

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Benjamin Jardine, Chief Executive Officer, have the authority given to me by the Hobart District Nursing Service Inc. to give the following undertaking with respect to the Hobart District Nursing Service Inc. General Staff Agreement 2025 ("the Agreement"):

1. With respect to Clause 21.5 (Ten Hour Break between Shifts) the words (*other than a Casual Employee*) will have no effect for the life of the Agreement.
2. With respect to Clause 20.1(b) (Working during meal breaks) the words *at their Ordinary hourly rate* will have no effect for the life of the Agreement and will be replaced with *at the applicable overtime rate until the meal break is taken*.

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



Signature

22 September 2025

Date