



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Burles Consulting Pty Ltd
(AG2022/1741)

HUON REGIONAL CARE GENERAL STAFF ENTERPRISE AGREEMENT 2022

Health and welfare services

DEPUTY PRESIDENT DEAN

CANBERRA, 20 JUNE 2022

Application for approval of the Huon Regional Care General Staff Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Huon Regional Care General Staff Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Burles Consulting Pty Ltd (Applicant). The Agreement is a single enterprise agreement.

[2] The Health Services Union of Australia (the Union) contended that the dispute settlement procedure contained within the Agreement was not compliant with s186(6) of the Act. A similar clause is found in *The Hobart Clinic Hospital Staff Enterprise Agreement 2019*, which was approved by the Commission in September 2020¹. For the reasons given therein, I am satisfied that the dispute settlement procedure meets the requirements of the Act.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The Australian Nursing and Midwifery Federation and the Health Services Union of Australia, being bargaining representatives for the Agreement, have given notice under s.183

of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from the first full pay period after 27 June 2022. The nominal expiry date of the Agreement is 19 June 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2022/1741

Applicant: Huon Regional Care

UNDERTAKINGS

Huon Regional Care, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the **Huon Regional Care General Staff Enterprise Agreement 2022** ("the Agreement"):

1. That notwithstanding clause 2.3, the nominal expiry date of the agreement will not be more than 4 years after the day on which the FWC approves the agreement.
2. Notwithstanding the provisions of clause 12.5 (f) of the Agreement, any reduction in this regard will only occur if the Fair Work Commission (FWC) has determined that the amount of redundancy pay is able to be reduced to a specified amount that it considers appropriate.
3. That Clause 21.1 (d) does not apply.



Fiona Reid
Acting CEO
Huon Regional Care
16 June 2022

¹ [2020] FWCA 4496.



Huon Regional Care
General Staff
Enterprise Agreement 2022

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

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Part 1—Application and Operation

1. Title

This Enterprise Agreement is the *Huon Regional Care General Staff Enterprise Agreement 2022*.

2. Commencement and Duration

- 2.1 This Enterprise Agreement operates from the first full pay period after 7 days after FWC approval.
- 2.2 This Agreement operates to the complete exclusion of the Award and any other enterprise agreement made under the Act.
- 2.3 The nominal expiry date of this Agreement is 30 June 2026.
- 2.4 The monetary obligations imposed on Huon Regional Care by this Enterprise Agreement may be absorbed into over-Enterprise Agreement payments. Nothing in this Enterprise Agreement requires Huon Regional Care to maintain or increase any over-Enterprise Agreement payment.

3. Definitions and Interpretation

- 3.1 In this Enterprise Agreement, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth) and includes the Fair Work Regulations (both as amended from time to time) or any successor to both of them

ADOs means accrued days off

Adult Apprentice means an Apprentice who is 21 years of age or over at the commencement of their Apprenticeship

Aged Care Employee means an Employee that is covered by the *Aged Care Award 2010*.

Allowances means the allowances set out in clause 15 (Allowances)

Apprentice means an Employee who is bound by a contract of training registered with the appropriate State or Territory training authority

Award means the *Aged Care Award 2010* and/or *Social, Community, Home Care and Disability Services Industry Award 2010*

Base Rate of Pay has the same meaning under the Act.

Casual Employee means an Employee engaged on a casual basis pursuant to clause 10.4 (Casual Employment)

Casual Loading means the 25% loading paid to Casual Employees as set out in clause 10.4(b).

Classification means the Classification structure set out in clause Schedule B (Classifications Definitions).

Continuous Service has the same meaning as in the Act.

Day Shift means a shift worked between 6.00 am and 6.00 pm Monday to Friday

Day Worker (other than a Home Care Worker as per clause 21.2(b)) means an Employee whose ordinary hours of work are between 6.00 am and 6.00 pm Monday to Friday

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

Default Fund Employee means an Employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

Defined Benefit Member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

Enterprise Agreement means this document, the *Huon Regional Care General Staff Enterprise Agreement 2022*

Employee means an employee that is covered by this Enterprise Agreement

Executive Manager means an Employee engaged as such

Full Rate of Pay has the same meaning under the Act

Full-Time Employee means an Employee engaged pursuant to clause 10.2 (Full Time Employment)

HDNS Non-Nursing Agreement means the Hobart District Nursing Service Inc. Non-Nursing Agreement 2014

Home Care Employee means an Employee that is covered by the *Social, Community, Home Care and Disability Services Industry Award 2010* and is contained within the Classifications of this Enterprise Agreement

Huon Regional Care means the employer, Huon Regional Care Limited (ABN 63 683 694 146) of 3278 Huon Highway, Franklin TAS 7113

Immediate Family means a:

- (a) spouse, former spouse, De Facto Partner, former De Facto Partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) child, step child, parent, grandparent, grandchild or sibling of a spouse, former spouse, or De Facto Partner of the Employee

NES means the National Employment Standards as contained in Act

Notice of Termination means the notice of termination set out in clauses 11.1 (Notice of Termination by Huon Regional Care) and 11.2 (Notice of Termination by an Employee)

Ongoing Employee means an Employee not engaged as a Temporary Employee or a Casual Employee

Ordinary Hours of Work means the hours of work set out in clause 21.1 (Ordinary Hours of Work)

Overtime means the overtime as set out in clause 24 (Overtime)

Part-Time Employee means an Employee engaged pursuant to clause 10.3 (Part Time Employment)

Pay Day means Huon Regional Care's usual day for the payment of remuneration as at the operative date of this Agreement (Thursday).

Probation means the period set out in clause 10.7 (Probationary Employment)

Public Holiday means the Public Holiday(s) referred to in clause 28 (Public Holidays).

Redundancy means a situation where Huon Regional Care no longer requires the Employee's job to be done by anyone because of operational requirements of the enterprise, except where this is due to the ordinary and customary turnover of labour

Redundancy Pay means the hours worked per week:

- (a) as averaged over the previous 3 months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification;
- (b) any penalties as averaged over the previous 3 months, excluding any period of leave or other extraordinary absence; and
- (c) any all purpose allowances.

Regular Casual Employee means a Casual Employee who has in the preceding period of 12 months worked a 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 Enterprise Agreement.

Serious Misconduct has the same meaning as per the Act

Shiftworker for hours of work related matters means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a Day Worker, as defined in clause 21.2(a)

Shiftworker (Annual Leave) for the purpose of the additional weeks annual leave provided by the NES and at clause 27.2(b), a shiftworker is defined as:

- (a) An Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in this agreement; and/or
- (b) An Employee who works for more than four ordinary hours on 10 or more weekends; and/or
- (c) For Employees previously covered by the HDNS non-nursing Agreement employees who work no less than 8 shifts on weekends per year.

Superannuation means the superannuation set out in clause 20 (Superannuation)

4. Coverage

4.1 This Enterprise Agreement covers and applies to:

- (a) Huon Regional Care; and

- (b) subject to clause 4.2, and 4.3, Employees of Huon Regional Care who are employed within the Classifications.

4.2 This Enterprise Agreement does not cover or apply to Employees employed in the following positions:

- (a) Chief Executive Officer;
- (b) Facility Manager and Executive Manager(s), as amended from time to time; or
- (c) an Employee excluded from enterprise agreement coverage by the Act.

4.3 This Enterprise Agreement applies to Employees the exclusion of any other enterprise agreement or modern award including but not limited to:

- (a) *Hobart District Nursing Service Incorporated Nurses Agreement 2014;*
- (b) *Hobart District Nursing Service Inc. Non-Nursing Agreement 2014;*
- (c) *Huon Regional Care Nursing Enterprise Agreement 2018;*
- (d) *Huon Eldercare Inc HACSU ANMF General Staff Agreement 2015;*
- (e) *Huon Eldercare Nursing Staff Agreement 2014;*
- (f) *Huon Eldercare Inc Home Care Staff Agreement 2013;*
- (g) *Nurses Award 2020;*
- (h) *Aged Care Award 2010;* and
- (i) *Social, Community, Home Care and Disabilities Services Industry Award 2010.*

5. Access to the Enterprise Agreement and the NES

Huon Regional Care must ensure that copies of this Enterprise Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The NES and this Enterprise Agreement

6.1 The NES and this Enterprise Agreement contain the minimum conditions of employment for Employees covered by this Agreement.

6.2 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.

6.3 Employee entitlements under this Enterprise Agreement:

- (a) apply unless a superior condition applies in accordance with the NES; and
- (b) are provided in satisfaction of, and not in addition to, entitlements under the NES.

7. Enterprise Agreement Flexibility

- 7.1** Notwithstanding any other provision of this Enterprise Agreement, Huon Regional Care and an individual Employee may agree to vary the application of certain terms of this Enterprise Agreement to meet the genuine individual needs of Huon Regional Care and the individual Employee. The terms Huon Regional Care and the individual Employee may agree to vary the application of are those concerning:
- (a)** allowances;
 - (b)** arrangements for when work is performed;
 - (c)** leave loading;
 - (d)** overtime rates; and
 - (e)** penalty rates.
- 7.2** Huon Regional Care and the individual Employee must have genuinely made the agreement without coercion or duress. An individual flexibility agreement under this clause can only be entered into after the individual Employee has commenced employment with Huon Regional Care.
- 7.3** The individual flexibility agreement between Huon Regional Care and the individual Employee must:
- (a)** be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b)** result in the Employee being better off overall at the time the individual flexibility agreement is made than the Employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The individual flexibility agreement between Huon Regional Care and the individual Employee must also:
- (a)** be in writing, name the parties to the individual flexibility agreement and be signed by Huon Regional Care and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b)** state each term of this Enterprise Agreement that Huon Regional Care and the individual Employee have agreed to vary;
 - (c)** detail how the application of each term has been varied by individual flexibility agreement between Huon Regional Care and the individual Employee;
 - (d)** detail how the individual flexibility agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e)** state the date the individual flexibility agreement commences to operate.
- 7.5** Huon Regional Care must give the individual Employee a copy of the individual flexibility agreement within 14 days after it is agreed to and keep the individual flexibility agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the individual flexibility agreement must not require the approval or consent of a person other than Huon Regional Care and the individual Employee.

- 7.7 If Huon Regional Care seeks to enter into an individual flexibility agreement they must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited Huon Regional Care must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 7.8 The individual flexibility agreement may be terminated:
- (a) by Huon Regional Care or the individual Employee giving 28 days notice of termination, in writing, to the other party and the individual flexibility agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between Huon Regional Care and the individual Employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Huon Regional Care and an individual Employee contained in any other term of this Enterprise Agreement.
- 7.10 Huon Regional Care must ensure that the terms of the individual flexibility agreement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009

Part 2—Consultation and Dispute Resolution

8. Consultation

8.1 Consultation regarding major workplace change

- (a) Huon Regional Care to notify
 - (i) Where Huon Regional Care has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Huon Regional Care must notify the Employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) Significant effects include termination of employment; major changes in the composition, operation or size of Huon Regional Care's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Enterprise Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) Huon Regional Care to discuss change
 - (i) Huon Regional Care must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a)(i) the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

- (ii) The discussions must commence as early as practicable after a definite decision has been made by Huon Regional Care to make the changes referred to in clause 8.1(a)(i)
- (iii) For the purposes of such discussion, Huon Regional Care must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that Huon Regional Care is not required to disclose confidential information or commercially sensitive information, the disclosure of which would be contrary to Huon Regional Care's interests.

8.2 Consultation about changes to rosters or hours of work

- (a) Where Huon Regional Care proposes to change an Employee's regular roster or ordinary hours of work, Huon Regional Care must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) Huon Regional Care 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.
- (c) Huon Eldercare is not required to disclose confidential or commercially sensitive information to the Employees.
- (d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (e) These provisions are to be read in conjunction with other Enterprise Agreement provisions concerning the scheduling of work and notice requirements.

8.3 Notice Board

Union delegates may place union information on a notice board in a location designated for this purpose by Huon Regional Care.

9. Dispute Settlement Procedure

Application

- 9.1 In the event of a dispute about a matter under this Enterprise Agreement, or a dispute in relation to the NES, or a matter pertaining to the employment relationship parties to this Enterprise Agreement will follow the procedures set out below.

- 9.2 Notwithstanding the generality of clause 9.1 and for the avoidance of doubt a matter relating to disciplinary proceedings, or General Protections or Unfair Dismissal under the Act are specifically excluded from this clause.

General Principles

- 9.3 Where a dispute arises, the parties to the dispute will genuinely and promptly attempt to settle it in the workplace.
- 9.4 The parties to a dispute will reasonably seek to resolve matters between themselves in accordance with the internal dispute resolution process set out at clauses 9.8 - 9.12 before proceeding to the external dispute resolution process set out at clauses 9.13 - 9.19.
- 9.5 All parties to the dispute must conduct themselves in good faith including but not limited to responding to matters in a timely manner.
- 9.6 At all stages in this dispute resolution procedure, Employees may request a representative of their choosing to represent them, which may include a Union representative. If such a request is made by the Employee, the representative shall not unreasonably be refused access to enter the workplace to represent the Employee or be prevented from contacting the relevant Employee by Huon Regional Care. When on Huon Regional Care premises or worksites pursuant to this sub-clause the representative must comply with all reasonable directions given by, and procedures of, Huon Regional Care including work health, safety and security in operation at those premises or worksites.
- 9.7 While Huon Regional Care and the Employee(s) are attempting to resolve any dispute under this procedure unless:
- (a) a reasonable concern related to the health and safety of any person exists;
 - (b) the parties agree otherwise; or
 - (c) an Employee is part of an investigation or disciplinary process
- the position that existed prior to the dispute situation arising will prevail (ie status quo ante)

Internal Dispute Resolution Process

- 9.8 In the first instance, the dispute will be referred to the Employee's immediate supervisor who will discuss the dispute with the Employee(s) concerned.
- 9.9 If agreement is not reached after this discussion, the matter will be referred to the Employee's relevant manager nominated by Huon Regional Care who will reasonably convene a meeting with the Employee(s) concerned to further discuss the dispute.
- 9.10 If agreement is not reached after this further discussion, the party claiming the dispute must set out the dispute in writing and forward the dispute notification to the other party. The dispute notification must include with sufficient particulars:
- (a) the nature of the dispute;
 - (b) the factual basis of it;
 - (c) outcome sought; and
 - (d) the timeframes which the outcome(s) is expected to occur.

- 9.11** The dispute will then be referred to the relevant manager nominated by Huon Regional Care who will convene a meeting with the Employee(s) concerned and further attempt to resolve the dispute.
- 9.12** Unless otherwise agreed, the internal steps in clauses 9.8 - 9.11 are to be completed within 10 working days of the dispute notification being raised with the party. If the internal steps in clauses 9.8 - 9.11 are not completed within 10 working days, the dispute is deemed to have been resolved unless, an earlier application is filed with the FWC within the timeframe as set out in clause 9.13(b).

External Dispute Resolution Process

- 9.13** If:
- (a)** the dispute is still not resolved in accordance with the requirements of clauses 9.8 - 9.11 (Internal Dispute Resolution Process) above, or
 - (b)** prior to the expiry of the timeframe in clause 9.12, a party reasonably considers it is not reasonably practicable, for the steps clauses 9.8 - 9.11 (Internal Dispute Resolution Process) to be completed because of the urgency or serious nature of the dispute,
- the dispute may be submitted by application, by either party, to the FWC for assistance in resolving the dispute by conciliation which includes expressing an opinion or making a recommendation.
- 9.14** If an application is not filed with FWC within 14 days of completion of the internal steps in clauses 9.8 - 9.11 (Internal Dispute Resolution Process) the dispute is deemed to have been resolved.
- 9.15** If the conciliation process fails to resolve the dispute, and subject to FWC certifying that there is a genuine dispute to be resolved and that the party referring the dispute to FWC has acted in good faith, the dispute may be referred, by either party, to FWC within 10 days for arbitration, otherwise the dispute is deemed to have been resolved.
- 9.16** At any stage during conciliation and prior to arbitration FWC may make any directions it considers appropriate including but not limited to the characterisation of the dispute and the status quo to apply in relation to the dispute which will be without prejudice to either party in arbitrating the dispute.
- 9.17** If FWC arbitrates the dispute, it may use the powers that are available to it under the Act and make a determination that is binding on the parties.
- 9.18** The parties may appeal in full any decision arising from arbitration as if it were a decision under the Act. Any decision of a Full Bench of FWC on appeal will be final and binding on the parties and will be by way of review of an error of law or significant error of fact.
- 9.19** The Full Bench may:
- (a)** uphold the original decision;
 - (b)** overturn the decision and substitute its own decision if the Full Bench considers it can adequately determine the matter; or
 - (c)** remit the matter to the original decision maker for reconsideration in accordance with the Full bench's written reasons for decision.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

10.1 General

- (a) Employees under this Enterprise Agreement will be employed in one of the following categories:
 - (i) Full-Time;
 - (ii) Part-Time; or
 - (iii) Casual.
- (b) At the time of engagement Huon Regional Care will inform each Employee whether they are employed on a Full-Time, Part-Time or casual basis.
- (c) Huon Regional Care may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.
- (d) Huon Regional Care will provide Employees with a position description detailing the duties that are within the limits of the Employee's skills, competence and training, consistent with the relevant classification.

10.2 Full-Time employment

A Full-Time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 21.1 of this Enterprise Agreement.

10.3 Part-Time employment

- (a) A Part-Time Employee is an Employee who is engaged to work less than Full-Time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, Huon Regional Care and the Employee will agree in writing to:
 - (i) the minimum amount of hours within the span of the Employee's individual availability and the generally applicable rostering arrangements (rotating or otherwise) that will apply to those hours (**agreed regular pattern of work**); and
 - (ii) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed hours (**the Employee's availability**); or
 - (iii) a regular pattern of work including the number of hours to be worked each week; and
 - (iv) the days of the week the Employee will work and the starting and finishing times each day.
- (c) No duress or undue influence may be applied by Huon Regional Care to an Employee when they decide on what pattern of work they prefer. Any such

agreement must be recorded in writing and signed by the Employee and on behalf of Huon Regional Care.

- (d) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week.
- (e) The agreement made pursuant to clause 10.3(b)(i) may subsequently be varied by agreement between Huon Regional Care and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (f) The agreement made pursuant to clause 10.3(b)(ii) may subsequently be varied by the Employee in writing with at least 14 days notice to Huon Regional Care. Any such agreement may be ongoing or for a specified period of time.
- (g) The agreement made pursuant to clause 10.3(b)(iii) may subsequently be varied by agreement between Huon Regional Care and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (h) The agreement made pursuant to clause 10.3(b)(iv) may subsequently be varied by agreement between Huon Regional Care and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (i) A Part-Time Employee may request additional hours (ie: hours in excess of the Employee's agreed regular pattern of work) provided the hours meet the requirements of clause 21.1 (Ordinary hours of work) and are within the Employee's availability. If the Employee works those additional hours by agreement with the employer, the Employee will be paid at the Employee's Base Rate of Pay plus any applicable shift allowances for that shift.
- (j) Any agreement between an Employee and the Employee's manager in accordance with clause(s) 10.3(e)(f)(g)(h) shall become part of the Employee's time and attendance record.
- (k) The terms of this Enterprise Agreement will apply on a pro rata basis to Part-Time Employees on the basis that the ordinary weekly hours for Full-Time Employees are 38.
- (l) Payment in respect of personal/carer's leave (where an Employee has accumulated an entitlement) for a Part-Time Employee will be on a pro rata basis made according to the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (m) Part-Time employee review of hours
 - (i) Where an Employee is regularly working more than their agreed regular pattern of work the Employee may request to have their hours reviewed annually.
 - (ii) The hours worked in the following circumstances will not be incorporated in any adjustment:
 - (A) If the increase in hours is as a direct result of an Employee being absent on leave, for example annual leave, long service leave, parental leave, workers compensation; and
 - (B) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.

- (iii) If a review establishes a consistent pattern of greater hours is being worked, Huon Regional Care will offer the Employee those additional hours as part of their agreed regular pattern of work.

10.4 Casual employment

- (a) A Casual Employee is an Employee, engaged and paid as such on an hourly basis which is irregular and non-systematic other than as a Part-Time or Full-Time Employee, to work up to and including 38 ordinary hours per week.
- (b) A Casual Employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the Employee's classification. In addition, a Casual Loading of 25% of that rate will be paid in full satisfaction of the paid leave entitlements accrued by Full-Time Employees, Notice of Termination and Redundancy Pay entitlements.
- (c) The Casual Loading:
 - (i) will not be applied to any Allowances; but
 - (ii) will compound shift work allowances, penalty rates or Overtime.
- (d) The maintenance by Huon Regional Care of a register of people who have requested to be considered for casual employment does not create any obligation on Huon Regional Care to offer those persons any work or offer them any additional periods of casual employment once they have worked as a Casual Employee.

10.5 Right to request casual conversion

- (a) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- (b) In accordance with the NES, the Employer must make an offer of permanency where the employee has been employed by the employer for a period of 12 months and during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis.

10.6 Temporary employment

- (a) A Temporary Employee may be engaged by Huon Regional Care on a Full-Time or Part-Time basis for a specified period of time or for a specified task or tasks (either as a fixed term or maximum/ outer limit term) as advised in writing by Huon Regional Care
- (b) If a Temporary Employee becomes an Ongoing Employee immediately after a period of temporary employment, the period worked as a Temporary Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- (c) At the end of a Temporary Employee's specified period of time or task or contract of employment, there is no obligation for Huon Regional Care to offer that Temporary Employee any further or additional employment.
- (d) There can be no reasonable expectation of employment continuing once a Temporary Employee's period of time or tasks have been completed.

10.7 Probationary employment

- (a)** Huon Regional Care will initially engage a Full Time Employee, or a Part Time Employee (other than a Temporary Employee who is specifically engaged under a fixed term or task arrangement but not a maximum term/ outer limit term or task arrangement) on Probation for a period up to but not exceeding 6 months.
- (b)** The Probation period is a period of review by which Huon Regional Care and the Employee can assess each other's performance, capacity, and willingness to continue the employment arrangements beyond this period.
- (c)** Any period of Probation worked by an Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.

11. Termination of employment

11.1 Notice of Termination by Huon Regional Care

Huon Regional Care may terminate an Employee's employment by giving Notice of Termination, or a payment at the Full Rate of Pay in lieu of part or all of the Notice of Termination period, in accordance with only one item of the following table:

Employee's period of continuous service with employer	Period of Notice of Termination
Casual Employees only	1 hour
Not more than 1 year	1 week
Employees previously covered by the HDNS Non-Nursing Agreement with not more than 1 year	2 weeks
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
More than 1 year and because of Redundancy as per clause 12 (Redundancy)	4 weeks

Plus, Huon Regional Care will provide an additional 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with Huon Regional Care.

11.2 Notice of Termination by an Employee

- (a)** An Employee may terminate his or her employment by giving Huon Regional Care Notice of Termination in accordance with clause 11.1, except there is no requirement on the Employee to give:
 - (i)** additional Notice of Termination based on the age of the Employee concerned; or
 - (ii)** Notice of Termination in the case of Redundancy.
- (b)** Subject to the NES, if an Employee fails to give the required Notice of Termination, Huon Regional Care may withhold from any monies due to the Employee on termination an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the Notice of Termination period required by this clause less any Notice of Termination period actually given by the Employee.
- (c)** If an Employee who is at least 18 years old does not give the period of notice required under clause 11.2(a), then Huon Regional Care may deduct from wages due to the Employee under this Enterprise Agreement an amount that is no more than one week's wages for the Employee.
- (d)** Prior to any deduction in subclauses 11.2(b) and 11.2(c), Huon Regional Care must seek and obtain agreement from the Employee.
- (e)** If Huon Regional Care has agreed to a shorter period of notice than that required under clause 11.2(a), then no deduction can be made under clause 11.2(b).
- (f)** Any deduction made under clause 11.2(b), must not be unreasonable in the circumstances.

11.3 Job search entitlement – Non Redundancy

- (a)** Where Huon Regional Care has given Notice of Termination (other than for Redundancy) to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- (b)** The time off is to be taken at times that are convenient to the Employee after consultation with Huon Regional Care.

11.4 Summary Dismissal

Huon Regional Care may terminate an Employee's employment summarily (ie without Notice of Termination) where that Employee has engaged in Serious Misconduct.

12. Redundancy

12.1 Redundancy Pay

- (a)** Subject to the exemptions in clause 12.5 (Exemption to pay Redundancy Pay) an Employee is entitled to be paid Redundancy Pay in accordance with the Redundancy Pay table set out in clause 12.1(b), plus the applicable Redundancy related Notice of Termination in clause 11.1 (Notice of Termination by Huon Regional Care), if the Employee's employment is terminated at Huon Regional Care's initiative because of Redundancy.
- (b)** Redundancy Pay table:

Employee's period of continuous service with Huon Regional Care	Redundancy Pay (Completed weeks plus any pro-rata component)
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years	2 weeks for each year of service

12.2 Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties by reason of Redundancy, the same period of Notice of Termination must be given as the Employee would have been entitled to if the employment had been terminated.
- (b) Huon Regional Care may, at Huon Regional Care's option, make payment instead of an amount equal to the difference between the former Base Salary and the new Base Salary for the number of weeks of Notice of Termination still owing.

12.3 Employee leaving during Notice of Termination period

- (a) An Employee given Notice of Termination in circumstances of Redundancy may terminate their employment during the Notice of Termination period.
- (b) The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the Notice of Termination, but is not entitled to payment instead of Notice of Termination.

12.4 Job search entitlement - Redundancy

- (a) An Employee given Notice of Termination in circumstances of Redundancy must be allowed up to one day's time off without loss of pay during each week of Notice of Termination period for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the Notice of Termination period for the purpose of seeking other employment, the Employee must, at the request of Huon Regional Care, 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.
- (c) This entitlement applies instead of clause 11.3 (Job Search Entitlement – Non Redundancy).

12.5 Exemption to pay Redundancy Pay

There is no requirement for Huon Regional Care to pay Redundancy Pay to any Employee where there is not a Redundancy situation, or to Employees:

- (a) who resign from their employment with Huon Regional Care;
- (b) who are engaged as Temporary Employees and the employment is terminated as a consequence of concluding a fixed term or fixed task or receiving payment in lieu of the requirement to perform the arrangement to its agreed conclusion or expiry;
- (c) where their employment is terminated as a consequence of conduct or capacity;
- (d) who are engaged as Casual Employees;
- (e) with continuous service with Huon Regional Care of less than 12 months;
- (f) where Huon Regional Care obtains acceptable alternative employment for them with Huon Regional Care or another employer;
- (g) who reject an offer of employment made by another Huon Regional Care that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with Huon Regional Care immediately before the termination of employment;
 - (ii) recognises the Employee's service with Huon Regional Care; and
 - (iii) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.
- (h) Who are excluded from Redundancy Pay for any reason under the Act.

12.6 Financial Counselling

- (a) Huon Regional Care 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. Huon Regional Care will pay for the initial cost associated with financial counselling (up to two sessions) from a financial adviser agreed to by Huon Regional Care and the employee.
- (b) Huon Regional Care will provide to each Employee a fully detailed pay statement at the time when the offer of redundancy is made.

Part 4—Minimum Wages and Related Matters

13. Classifications

13.1 General

- (a) All Employees covered by this Enterprise Agreement must be classified according to the structure and definitions set out in Schedule B (Classification Definitions).
- (b) Huon Regional Care must advise their Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

13.2 Progression – Home Care

- (a) At the end of each 1976 hours of work, a Home Care Employee will be eligible for progression from one pay point to the next within a level if the Home Care Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
 - (i) the Home Care Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
 - (ii) where an employer has adopted a staff development and performance appraisal scheme and has determined that the Home Care Employee has demonstrated satisfactory performance for the prior 12 months' employment.
- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

14. Minimum weekly wages

14.1 Minimum wages

- (a) The Minimum wages are set out in Schedule A (Wage Rates).
- (b) Subject to the exceptions in subclause 14.1(c), an Employee whose Base Rate of Pay under this Enterprise Agreement is less than the Base Rate of Pay they were previously entitled to under an earlier industrial instrument for the same or substantially similar duties, will:
 - (i) maintain their current higher Base Rate of Pay under their earlier industrial instrument for as long as those rates are higher than the Rate of Pay in subclause 14.1(a) (**salary maintenance**); and
 - (ii) receive the increases to the Base Rate of Pay in subclause 14.1(a) minus 1% until the Base Rate of Pay provided in subclause 14.1(a) provides a greater increase than with the 1% reduction.

For the avoidance of doubt:

Example 1: this Enterprise Agreement Schedule A rates are \$20.00 an hour and provide a 3% increase. The Employees Base Rate of Pay under their earlier industrial

instrument was \$21.00 an hour, the Enterprise Agreement Schedule A rates are now \$20.60 an hour, the Employee would receive \$21.42 an hour (a 2% increase).

Example 2: this Enterprise Agreement Schedule A rates are \$20.00 an hour and provide a 3% increase. The Employees Base Rate of Pay under their earlier industrial instrument was \$20.10 an hour, the Enterprise Agreement Schedule A rates are now \$20.60 an hour, the Employee would receive \$20.60 an hour (a 2.5% increase). This is because the increases to the Base Rate of Pay in subclause 14.1(a) are greater than the 1% reduction.

- (c) An Employee whose Base Rate of Pay under this Enterprise Agreement is less than the Base Rate of Pay they were previously entitled to under an earlier industrial instrument because of:
 - (i) reassignment, other than translation, to a lower classification level; and
 - (ii) not otherwise because of a reduction or alteration of duties
 - (iii) is not entitled to the salary maintenance and increase offset payments in subclause 14.1(b)

14.2 Apprentice conditions of employment

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this Enterprise Agreement apply to Apprentices.
- (b) Where an Apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, Huon Regional Care must pay for the excess reasonable travel costs incurred by the Apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the Apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between Huon Regional Care and the Apprentice.
- (c) For the purposes of clause 14.2(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by Huon Regional Care under clause 14.2(b) may be reduced by an amount the Apprentice is eligible to receive for travel costs to attend block release training under a Government Apprentice assistance scheme. This will only apply if an Apprentice has either received such assistance or their Huon Regional Care has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in Huon Regional Care's technical library) for the Apprenticeship, which are paid by an Apprentice, shall be reimbursed by Huon Regional Care within six months of the commencement of the Apprenticeship or the relevant stage of the Apprenticeship, or within three months of the commencement of the training

provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

- (f) Huon Regional Care may meet its obligations under 14.2(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An Apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an Apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for Huon Regional Care for the purposes of calculating the Apprentice's wages and determining the Apprentice's employment conditions. This subclause operates subject to the provisions of Schedule A (Wage Rates).
- (i) No Apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

15. Allowances

15.1 Allowance Rates

The Allowances if applicable and the requirements are met in the following subclauses in clause 15 are set out in Schedule C.

15.2 Buddying/familiarisation allowance

- (a) Employees directed to carry out buddying/familiarisation roles with new Employees will be paid an allowance for each shift during which they perform those duties.
- (b) For the purpose of clarity buddying/familiarisation does not include mentoring.

15.3 Clothing and equipment

- (a) Employees required by Huon Regional Care to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of Huon Regional Care and be laundered and maintained by such Huon Regional Care free of cost to the Employee.
- (b) Instead of the provision of such uniforms, Huon Regional Care may, by agreement with the Employee, pay such Employee a uniform allowance. Where such Employee's uniforms are not laundered by or at the expense of Huon Regional Care, the Employee will be paid a laundry allowance.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) The employer shall provide where necessary, suitable protective clothing for the Employees. An Employee who is pursuant to this subclause, supplied with

protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied. The employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the Employees' duties. An Employee who is required, in accordance with this subclause, to use the safety requirements provided by the employer shall use them for the purpose they were intended. Compensation to the extent of the damage sustained shall be made where, in the course of the work, an Employee's clothing is damaged.

15.4 Meal allowance

- (a) An Employee will be supplied with an adequate meal where Huon Regional Care has adequate cooking and dining facilities or be paid a meal allowance in addition to any overtime payment as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of Shiftworkers, when the Overtime work on any shift exceeds one hour.
 - (ii) Provided that where such Overtime work exceeds four hours a further meal allowance will be paid.
- (b) Clause 15.4(a) will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) On request meal allowance will be paid on the same day as Overtime is worked.
- (d) Where a Home Care Employee has a meal with a client, the Employee will be reimbursed the cost of the meal up to the nominated maximum subject to providing Huon Regional Care with a receipt if required

15.5 Nauseous work allowance

An allowance as prescribed in Schedule C will be paid to an Employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Any Employee who is entitled to be paid an allowance will be paid the allowance as prescribed in Schedule C for nauseous work performed in any week.

15.6 Tool allowance

A tool allowance for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by Huon Regional Care.

15.7 Travelling, transport and fares

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance (see Schedule C).
- (b) When an Employee is involved in travelling on duty, if Huon Regional Care cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Huon Regional Care on production of receipted account(s) or other evidence acceptable to Huon Regional Care.
- (c) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause 15.7(b) which exceed the mode of transport,

meals or the standard of accommodation agreed with Huon Regional Care for these purposes.

- (d) An Employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to Huon Regional Care by the Employee.
- (e) If a Home Care Employee works multiple periods of engagement (as per clause 21.11.) the Employee is entitled to:
 - (i) an allowance for each break between periods of engagement during anyone day; and
 - (ii) kilometre rate;
 - (iii) but not entitled to any travelling time in between the multiple periods of engagement.

15.8 On Call allowance

- (a) An Employee on call shall as per clause 21.13 receive a daily allowance
- (b) To be eligible for the on call allowance the Employee must be:
 - (i) contactable by phone; and
 - (ii) available to attend the job in the time it would usually take the Employee to attend for work from their usual place of residence.

15.9 Licence allowance

An Employee required by Huon Regional Care to drive vehicles requiring a licence, other than a standard driver's licence will be reimbursed the cost of this licence upon presentation of the receipt of the licence, on Pay Day in the next full pay period after presentation.

15.10 Flu Vaccination allowance

Huon Regional Care will annually provide Employees with Flu Vaccination on-site at no cost to the Employee.

15.11 Police Check allowance

- (a) It is a requirement for employment that Employees maintain a police record which is in the opinion of Huon Regional Care, satisfactory for them to perform duties.
- (b) Huon Regional Care will pay the cost of Employees obtaining their police check and for renewals.
- (c) Where the employer is in the possession of an Employee police check, that police check will not be provided to any third party without the Employees express and written permission.

15.12 Sleepover allowance

Employees performing sleepovers as per clause 21.12 will be paid an allowance for each night during which they perform those duties.

15.13 First Aid allowance

A first aid allowance will be paid to a Home Care Employee where the Home Care Employee is required by Huon Regional Care to be, in a given week, responsible for the provision of first aid to Employees employed by Huon Regional Care.

15.14 Mandatory Training

An Employee will be paid for the time that it takes to complete any mandatory training required by Huon Regional Care.

16. Payment of wages

16.1 Wages are to be paid fortnightly on Pay Day.

16.2 Method of payment

Subject to clause 16.6, by no later than Pay Day, wages must be paid by electronic funds transfer, the latter into the bank or financial institutional account nominated by the Employee. Where there is a delay in the payment of wages beyond close of business on pay day and that results in an Employee being charged fees or penalties by his or her nominated bank or financial institution, the employer will reimburse the Employee for any such fees or penalties so charged. The onus will be on the Employee to provide evidence of such charges or fees having been incurred as a result of the delay.

16.3 For Employees previously covered by the HDNS Non-Nursing Agreement:

- (a)** Unless it is beyond the control of the employer, an Employee kept waiting for payment of wages for more than two 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 the Overtime Clause in this Agreement for all time kept waiting for his or her pay. An Employee will not receive more than eight hours pay at the rate prescribed in this subclause in any 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.

16.4 Employees, other than Casual Employees, are entitled to be paid in respect of any week at their relevant rate, including shift and weekend loadings where applicable, if:

- (a)** due to the act, default or direction of Huon Regional Care they do not work for their full number of ordinary hours; and
- (b)** they are ready, willing and available to work their full number of working hours in that week.

16.5 Termination

When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by Huon Regional Care, payment of all wages and other moneys owing to an Employee will be made to the Employee by no later than the last day of the formal notice period.

16.6 Delay

Notwithstanding the above, Huon Regional Care will not be held liable for any unforeseen event outside the control of Huon Regional Care which prevents Huon Regional Care's ability to meet the requirements of this clause, for example bank error or delay.

17. Supported wage system

17.1 Schedule C to the Miscellaneous Award 2020 plus an additional 1% sets out minimum wage rates and conditions for supported wage system Employees.

17.2 This Enterprise Agreement incorporates the terms of Schedule C to the *Miscellaneous Award 2020*. Provided that any reference to "this Award" in Schedule C to the *Miscellaneous Award 2020* is to be read as referring to this Enterprise Agreement and not the Miscellaneous Award 2020.

18. School Based Apprentices

18.1 Schedule D to the Miscellaneous Award 2020 plus an additional 1% sets out minimum wage rates and conditions for Employees undertaking school-based apprenticeships.

18.2 This Enterprise Agreement incorporates the terms of Schedule D to the *Miscellaneous Award 2020*. Provided that any reference to "this Award" in Schedule D to the *Miscellaneous Award 2020* is to be read as referring to this Enterprise Agreement and not the Miscellaneous Award 2020.

19. National training wage

19.1 Schedule E to the *Miscellaneous Award 2020* plus an additional 1% sets out minimum wage rates and conditions for Employees undertaking traineeships.

19.2 This Enterprise Agreement incorporates the terms of Schedule E to the *Miscellaneous Award 2020*. Provided that any reference to "this Award" in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to this Enterprise Agreement and not the Miscellaneous Award 2020.

20. Superannuation

20.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Huon Regional Care contributions

Huon Regional Care must make such superannuation contributions monthly to a superannuation fund for the benefit of an Employee as will avoid Huon Regional Care being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

20.3 Voluntary Employee contributions

- (a)** Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise Huon Regional Care to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as Huon Regional Care makes the superannuation contributions provided for in clause 20.2.
- (b)** An Employee may adjust the amount the Employee has authorised Huon Regional Care to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to Huon Regional Care.
- (c)** Huon Regional Care must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, Huon Regional Care is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the Employee, Huon Regional Care must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a)** Health Employees Superannuation Trust of Australia (HESTA); or
- (b)** a superannuation fund or scheme which the Employee is a Defined Benefit Member of.

20.5 Salary packaging

- (a)** An Employee is entitled to voluntarily enter into salary packaging including salary sacrifice superannuation.
- (b)** Salary packaging arrangements are administered by an external organisation Huon Regional Care does not arrange, and does not administer, salary packaging schemes.
- (c)** No Employee, as a result of entering into a salary packaging agreement, will receive less, in wage and benefit, than currently provided for in this Agreement.
- (d)** Superannuation will be paid on any salary packaged amounts.

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work and rostering

21.1 Ordinary hours of work

The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight, and will be worked either:

- (a) in a period of 14 calendar days of not more than 10 work days in a roster cycle;
- (b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
- (c) eight hours each day or shift.
- (d) By agreement in writing between an Employee and the employer, an Employee's ordinary hours may be extended to a maximum of ten (10) ordinary hours per day. Where such an arrangement is made, it may be discontinued by the Employee or the employer after giving 14 days written notice.

21.2 Span of hours

- (a) The ordinary hours of work for a Day Worker who is not a Home Care Employee will be worked between 6.00 am and 6.00 pm Monday to Friday.
- (b) The ordinary hours of work for a Home Care Employee Day Worker, will be worked between 6.00 am and 8.00 pm Monday to Sunday.
- (c) A Shiftworker is regularly rostered to work their ordinary hours outside the ordinary hours of work of a Day Worker, as defined in clause 21.2(a).

21.3 Rostered days off

Employees, other than a Casual Employee, will be free from duty for not less than two consecutive full days in each week.

21.4 Rest breaks between rostered work

- (a) An Employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

21.5 Accumulation and taking of accrued days off (ADOs)

- (a) This clause will only apply to Full-Time Employees.
- (b) Where an Employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in clause 21.1, ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (c) Where an Employee's employment terminates for any reason, accumulated ADOs will be paid to the Employee at the Base Rate of Pay.
- (d) The taking of an Employee's ADO will be determined, by mutual agreement between the Employee and Huon Regional Care, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off prescribed in clause 21.3 above. ADOs will not be rostered on Public Holidays.

- (e) An Employee may elect, with the consent of the employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed by the employer, or subject to the reasonable notice by the Employee or the employer.

21.6 Make-up time

The employer and the majority of Employees may agree to establish a system of make-up time provided that:

- (a) An Employee may elect, with the consent of the employer, to work 'make-up time' under which the Employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours.
- (b) A rostered Employee may elect, with the consent of their employer, to work 'make-up time' under which the Employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hour's taken off.
- (c) The employer must keep a record of make-up time arrangements in the wages records.

21.7 Rosters

- (a) The ordinary hours of work for each Employee will be displayed on a roster in a place conveniently accessible to Employees. Such roster will be displayed at least one week prior to the commencing date of the first working period in any roster subject to clause 21.7(b) below. The roster will be displayed at least four weeks prior to the commencing date of the first working period in any roster subject to clause 21.7(b).
- (b) It is not obligatory for Huon Regional Care to display any roster of the ordinary hours of work of Casual Employees or relieving staff.
- (c) four (4) weeks' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness or in an emergency. In the case of an individual Employee, the roster will not be changed except on one weeks' notice or the payment of two weeks' pay in lieu of notice in accordance with the Employees previous roster.
- (d) This clause will not apply where the only change to the roster of a Part-Time Employee is the mutually agreed addition of extra hours to be worked such that the Part-Time Employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- (e) Where practicable, ADOs will be displayed on the roster.

21.8 Minimum engagements

- (a) Full-time Employees (other than Home Care Employees) will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.
- (b) Part-Time and Casual Employees (other than Home Care Employees) will receive a minimum payment of two hours for each engagement provided casuals Employees previously covered by the HDNS Non-Nursing Agreement will receive a minimum payment of 4 hours for each engagement.

- (c) Full-time and Part-Time Home Care Employees will receive a minimum payment of two hours for each engagement in respect of ordinary hours of work.
- (d) Casual Home Care Employees will receive a minimum payment of one hour for each engagement provided casuals Employees previously covered by the HDNS Non-Nursing Agreement will receive a minimum payment of 4 hours for each engagement.
- (e) Subject to clause 21.10, except for meal breaks, the hours of work on any day will be continuous.

21.9 Client cancellation – Home Care Employee Only

- (a) Where a client cancels or changes the rostered home care service, a Home Care Employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the Employee. If a Full-Time or Part-Time Home Care Employee does not receive such notice, the Employee will be entitled to receive payment for their minimum specified hours on that day.
- (b) Huon Regional Care may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the Huon Regional Care's business providing the Employee has the skill and competence to perform the work.

21.10 Broken shifts – Other than Home Care Employees

With respect to broken shifts:

- (a) **Broken shift** for the purposes of this clause means a shift worked by a Casual or Part-Time Employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may be worked where there is mutual agreement between Huon Regional Care and Employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 24—Overtime and 25—Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at 200%.
- (e) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

21.11 Multiple Periods of Engagement – Home Care Employees Only

- (a) There may be more than one period of engagement in any one day.
- (b) Multiple periods of engagement on any one day will be worked between the hours of 6:00 am and 8:00 pm (For Employees covered by the HDNS Non-Nursing Agreement - 7.00am -6.00pm Monday to Friday). Provided that the span of hours over which the engagements are worked must not exceed 12 hours. Provided further that the time worked beyond the maximum span of 12 hours in any one day must be paid at the relevant overtime rate in clause 24 (Overtime).

- (c) To qualify as a separate period of engagement there must be a break of at least one hour, excluding travel time, between each period of engagement. An Employee must receive a minimum break of 10 hours between one working day and the next.
- (d) Employees working multiple periods of engagement will be paid an allowance stated in Schedule C for each break between periods of engagement during any one day.
- (e) Further to clause 21.11, and for the avoidance of doubt, an Employee working multiple periods of engagement will be paid penalty rates, shift rates and overtime rates in accordance with clause(s) 22, 24 and 25 of the Agreement.

21.12 Sleepovers

Home Care Employees may, in addition to normal rostered shifts, be required to be rostered to perform a sleepover.

A sleepover means when Huon Regional Care requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care).

- (a) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (b) In addition to the provision of free board and lodging for sleepovers, the Employee will be entitled to a sleepover allowance as per clause 15.12 (Sleepover Allowance) for each night on which they sleep over.
- (c) 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 hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (d) Huon Regional Care 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 payment prescribed by 21.12 (b) will be in addition to the minimum payment prescribed by this subclause.

21.13 On Call

- (a) An Employee is entitled to the On-Call Allowance as per clause 15.8 (On Call Allowance).
- (b) In addition, an Employee who is entitled to the On-Call Allowance is also paid a minimum of four (4) 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 four (4) hour period.
- (c) The time worked on a call out includes the time it would usually take the Employee to attend for work from their usual place of residence, return home to their usual place of residence and the time taken to complete the required work on site. For example: It takes an Employee 30 minutes to travel to work from

their usual place of residence, two (2) hours to complete the required work and then 30 minutes to travel back to their usual place of residence. The time worked is counted as a total of three (3) hours.

21.14 Excursions

Where a Home Care Employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- (a) Monday to Friday excursions**
 - (i)** Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii)** Huon Regional Care and the Employee may agree to accrual of time instead of overtime payment for all other hours.
 - (iii)** Payment of sleepover allowance in accordance with the provision of clause 15.12.
- (b) Weekend excursions**
 - (i)** Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

21.15 Drivers Licence and Motor Vehicle Use – Home Care Employees Only

- (a)** Home Care Employees must at all times possess a current driver's licence or a provisional driver's license. To avoid doubt, if a Home Care Employee's licence or conditional license is suspended or revoked, or the Home Care Employee is disqualified from driving, employment will be terminated unless suitable alternative duties can be found for the Home Care Employee elsewhere in Huon Regional Care's business.
- (b)** Home Care Employees are required to use their own motor vehicles for travel to, between and from service users, and for other work-related purposes.
- (c)** Home Care Employees' motor vehicles must at all times be fully insured and registered, and maintained so as to ensure that the vehicles' safety and condition is appropriate to the duties to be performed including transporting service users.

21.16 Additional available hours

Huon Regional Care where practicable and feasible will give priority to Part-Time Employees to increase additional hours when other Employees are on any form of leave.

21.17 Excessive Workloads

Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:

- (a)** The employer will ensure that supervisors and managers are aware that the tasks allocated to Employees must not exceed what can reasonably be performed in the hours for which they are employed.

- (b) The employer will ensure that supervisors and managers implement procedures to monitor the hours worked of the Employees they supervise and where Employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) will be implemented.

22. Saturday and Sunday work

- 22.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid depending on where the majority of the shift is worked. If the majority of the shift is worked between midnight on Friday and midnight on Saturday the shift will be paid at the rate of 150%. If the majority of the shift is worked between midnight on Saturday and midnight on Sunday the shift will be paid at the rate of 200%. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 25—Shiftwork.
- 22.2 An Employee that works a shift over a Saturday and Sunday will be paid 200% for any work performed between midnight on Saturday and midnight on Sunday.

23. Breaks

23.1 Meal breaks

- (a) Employees other than Home Care Employees who work in excess of 5 hours will be entitled to a paid meal break of not less than 30 minutes, to be taken at a mutually agreed time after commencing work. Home Care Employees who works in excess of 5 hours will be entitled to an unpaid meal break of not less than 30 minutes, to be taken at a mutually agreed time after commencing work.

23.2 Tea breaks

- (a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10 minute interval in each four hour period provided Employees that were previously covered by the HDNS Non-Nursing Agreement shall not be required to work for a period of more than 3 hours without being given a rest period of 10 minutes which shall count as time worked. By mutual agreement alternative arrangements may apply.
- (c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- (d) Tea breaks will count as time worked.

24. Overtime

24.1 Full-time Employees

A Full-Time Employee will be paid the following payments for all work done in excess of 76 hours a fortnight, the rostered ordinary hours on any day or outside the span of hours as listed in Clause 21.2:

- (a) for all authorised overtime on Monday to Friday, payment will be made at the rate of 150% for the first two hours and 200% thereafter. A Shift Worker will receive 200% for all overtime worked Monday to Friday;
- (b) for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of 200%; and
- (c) for all authorised overtime on a Public Holiday, payment will be made at the rate of 250%.

Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 25.1 and Saturday and Sunday work premiums prescribed in clause 22.

24.2 Part-Time and Casual Employees

- (a) All time worked by a Part-Time or Casual Employee in excess of 8 hours per day, in excess of 76 hours per fortnight or outside the span of hours as listed in Clause 21.2 will be paid for at the rate of 150% for the first two hours and 200% thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of 200% and on Public Holidays at the rate of 250%. A Shift Worker will receive 200% for all overtime worked Monday to Friday.
- (b) For a Part-Time Employee, all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under clause 10.3(e)), will be overtime and paid at the rates prescribed by clause 24.2(a).

24.3 Rest period after overtime

- (a) An Employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If on the instructions of Huon Regional Care, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of 200% until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

24.4 Recall to work overtime

- (a) An Employee recalled to work overtime after leaving Huon Regional Care's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Employee will be released from duty. Time reasonably spent in getting to and from work will be regarded as time worked.

24.5 Rest break during overtime

- (a) An Employee recalled to work overtime after leaving Huon Regional Care's premises and who is required to work for more than one and a half hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.

- (b) The meals referred to in clause 24.5(a) will be allowed to the Employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in clause 15.4 will be paid to the Employee concerned.

24.6 Time off instead of payment for overtime and Make Up time

- (a) An Employee and Huon Regional Care may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 24.6.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that Huon Regional Care and Employee agree that the Employee may take time off instead of being paid for the overtime;
 - (iii) that, if the Employee requests at any time, Huon Regional Care must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F. An agreement under clause 24.6 can also be made by an exchange of emails between the Employee and Huon Regional Care, or by other electronic means.

The period of time off that an Employee is entitled to take is the same as the number of overtime hours they would have been paid. **EXAMPLE:** By making an agreement under clause 24.6 an Employee who worked 2 overtime hours on a Sunday is entitled to 4 hours' time off.

- (d) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the Employee and Huon Regional Care.
- (e) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 24.6 but not taken as time off, Huon Regional Care must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (d), Huon Regional Care must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (g) Huon Regional Care must keep a copy of any agreement under clause 24.6 as an Employee record.

- (h) Huon Regional Care must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (i) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Huon Regional Care and the Employee, instead of being paid for overtime worked by the Employee. If Huon Regional Care agrees to the request then clause 24.6 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an Employee makes a request under section 65 of the Act for a change in working arrangements, Huon Regional Care may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (j) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 24.6 applies has not been taken, Huon Regional Care must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.6.

- (k) With agreement of Huon Regional Care an Employee may elect to work make-up time where she or he takes time off during ordinary working hours and then makes up that time by working the relevant number of hours at a later time during the span of ordinary hours.
- (l) For the purpose of (k), where an Employee's ordinary hours of work within the span of hours have been fewer than 76 in any fortnight, any hours worked outside that span shall be deemed to be part of the Employee's ordinary hours of work.

25. Shiftwork

25.1 Shift allowances and penalty rates

Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that Employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm.

- (a) Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the Base Rate of Pay
- (b) Afternoon shift commencing at 1.00 pm and before 4.00 pm—17.5% of the Base Rate of Pay
- (c) Night shift commencing at 4.00 pm and before 4.00 am—20% of the Base Rate of Pay
- (d) Night shift commencing at 4.00 am and before 6.00 am—10% of the Base Rate of Pay

25.2 An Employee who is covered by the *Social, Community, Home Care and Disability Services Industry Award 2010* and is rostered to work a night shift commencing at 4.00 am and before 6.00 am, will be paid a loading of 15%.

25.3 An Employee entitled to a shift allowance under clause 25.1, will be paid the shift allowance for the entire shift.

26. Higher duties

26.1 An Employee 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 wage rate for:

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

Part 6—Leave and Public Holidays

27. Annual leave

27.1 Annual leave is provided for in the NES. This clause contains additional provisions.

27.2 Quantum of annual leave

- (a) A Day Worker is entitled to 4 weeks paid annual leave for each 12 months continuous service.
- (b) A Shiftworker (Annual Leave) is entitled to 5 weeks paid annual leave for each 12 months continuous service.

27.3 Annual leave loading

- (a) In addition to their ordinary pay, an Employee, other than a Shiftworker, will be paid an annual leave loading of 17.5 % of their ordinary rate of pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) 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.

27.4 Payment of annual leave on termination

On the termination of their employment, an Employee will be paid their untaken annual leave and pro rata leave including annual leave loading.

27.5 Annual leave in advance

- (a) A Huon Regional Care and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which the leave is to be commence; and

- (ii) be signed by Huon Regional Care and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

Note: An example of the type of agreement required by clause 27.4 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) Huon Regional Care must keep a copy of any agreement under clause 27.4 as an Employee record.
- (d) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.4, Huon Regional Care may, with the Employee's authorisation, deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

27.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.6.
- (c) Huon Regional Care and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) An agreement under clause 27.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 27.6 must be signed by Huon Regional Care and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made. For the avoidance of doubt the payment will include the relevant amount of annual leave loading.
- (g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) Huon Regional Care must keep a copy of any agreement under clause 27.6 as an Employee record.

27.7 Excessive leave accruals: general provision

Note: Clauses 27.7 to 27.9 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

- (a) An Employee has an **excessive leave accrual** if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a Shiftworker).
- (b) If an Employee has an excessive leave accrual, Huon Regional Care or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 27.8 sets out how Huon Regional Care may direct an Employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 27.9 sets out how an Employee who has an excessive leave accrual may require Huon Regional Care to grant paid annual leave requested by the Employee.

27.8 Excessive leave accruals: direction by Huon Regional Care that leave be taken

- (a) If Huon Regional Care has genuinely tried to reach agreement with an Employee under clause 27.7(b) but agreement is not reached (including because the Employee refuses to confer), Huon Regional Care may direct the Employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Huon Regional Care under paragraph (a):
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.7, 27.8 or 27.9 or otherwise agreed by Huon Regional Care and Employee) are taken into account; and
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Huon Regional Care and Employee.
- (c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 27.8(b)(i).

Note 2: Under section 88(2) of the Act, Huon Regional Care must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

27.9 Excessive leave accruals: request by Employee for leave

- (a) If an Employee has genuinely tried to reach agreement with Huon Regional Care under clause 27.7(b) but agreement is not reached (including because Huon Regional Care refuses to confer), the Employee may give a written notice

to Huon Regional Care requesting to take one or more periods of paid annual leave.

- (b) However, an Employee may only give a notice to Huon Regional Care under paragraph (a) if:

 - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under clause 27.8(a) that, when any other paid annual leave arrangements (whether made under clause 27.7, 27.8 or 27.9 or otherwise agreed by Huon Regional Care and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- (c) A notice given by an Employee under paragraph (a) must not:

 - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.7, 27.8 or 27.9 or otherwise agreed by Huon Regional Care and Employee) are taken into account; or
 - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Huon Regional Care and Employee.
- (d) An Employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a Shiftworker) in any period of 12 months.
- (e) Huon Regional Care must grant paid annual leave requested by a notice under paragraph (a).

27.10 Call back from annual leave

An Employee called back from annual leave, due to a covid-19 outbreak, will be paid at 200% of their Base Rate of Pay for all time worked during their period of annual leave.

28. Public holidays

- 28.1** Local, state and national Public Holidays are observed in accordance with the *Statutory Holidays Act 2000* (Tas) or otherwise as gazette. An Employee required to work on any of the Public Holidays where the Public Holiday applied at their normal place of work, but because of their duties require the Employee to work at a place where the Public Holiday does not apply, will have their normal days hours credited to their annual leave entitlement. The Public Holiday for Employees where they undertake duties across two days, is determined by where the majority of their shift is performed.

28.2 Full-time Day Workers

- (a)** A Full-Time Employee who will, in addition to their ordinary pay for work performed on a Public Holiday, elect to receive one of the following:
 - (i)** payment of an additional sum equal to 150% for hours worked; or
 - (ii)** have the same number of hours worked added to their annual leave.
- (b)** The election in clauses 28.2(a)(i) and (ii) will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of Huon Regional Care.
- (c)** A Full-Time Employee who does not work on a Public Holiday will be paid their ordinary pay for that day.
- (d)** Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a Public Holiday.

28.3 Part-Time Employees

- (a)** A Part-Time Employee will only be entitled to payment for those Public Holidays that fall on days they are normally rostered to work.
- (b)** A Part-Time Employee will, in addition to their ordinary pay for work performed on a Public Holiday, elect to receive one of the following:
 - (i)** payment of an additional sum equal to 150% for hours worked; or
 - (ii)** have the same number of hours worked added to their annual leave.
- (c)** The election in clause 28.3(b) will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of Huon Regional Care.
- (d)** A Part-Time Employee who is rostered off on a Public Holiday they would ordinarily work will be paid their ordinary pay for that day.
- (e)** Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a Public Holiday.

28.4 Casual Employees

- (a)** A Casual Employee will be paid only for those Public Holidays they work at the total rate of 250% for hours worked.
- (b)** Payments under clause 28.4(a) are instead of and replace any casual loading otherwise payable under this Enterprise Agreement.
- (c)** Payments under this clause are instead of any addition rate for shift or weekend work which would otherwise be payable had the shift not been a Public Holiday.

29. Personal/carer's leave and compassionate leave

- (a)** Personal/carer's leave and compassionate leave are provided for in the NES. This clause contains additional provisions.

- (b) A Full-time Employee (and part-time Employee on pro rata basis) will accrue an extra 10 days personal/carer's leave for each completed 12 months of continuous service.
- (c) An Employee will be entitled to 5 single days per annum without evidence.
- (d) Huon Regional Care will arrange for a registered immuniser to come into the workplace to administer the vaccinations to any Employee who wishes to take up the option. The immunizer will bulk-bill at no cost to Employees.
- (e) In addition to the NES, Employees (other than Casual Employees) are entitled to up to:
 - (i) 5 days of paid compassionate leave on the death of an Immediate Family member.

30. Communicable / contagious illness

- (a) If an Employee is suffering from a Communicable or contagious illness which includes influenza and is instructed by the manager to not attend work for a specified period, the Employee is not required to obtain a medical certificate for that period and such leave shall not count towards the certificate free days mentioned in this agreement.
- (b) In the event of an outbreak of gastroenteritis at one of the employer's facilities, an Employee, who contracts gastroenteritis and takes personal leave due to that illness, is entitled to a maximum of 2 days paid personal leave, per outbreak, in accordance with the provisions of this clause with no reduction in their accrued personal days, under the following conditions:
 - (i) The facility is in declared 'lock down' as per the requirements of the relevant state body;
 - (ii) The Employee must have worked at the facility during the declared gastroenteritis outbreak.

31. Community service leave

- (a) Community service leave is provided for in the NES.
- (b) In addition to the NES, Huon Regional Care will not unreasonably refuse to grant community service leave if:
 - (i) the Employee has informed their Manager, 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 Huon Regional Care to be released to assist in responding to the emergency; and
 - (iii) if required by Huon Regional Care, 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.

32. Ceremonial leave

An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of Huon Regional Care.

33. Leave to deal with Family and Domestic Violence

33.1 This clause applies to all Employees, excluding casuals.

33.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- (i)** a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii)** a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (iii)** a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 33.2(a) includes a former spouse or de facto partner.

33.3 Entitlement to paid leave

An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- (a)** the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (b)** the leave does not accumulate from year to year.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and Huon Regional Care.

2. Huon Regional Care and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

33.4 Taking paid leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- (a)** is experiencing family and domestic violence; and
- (b)** needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

33.5 Service and continuity

The time an Employee is on paid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

33.6 Notice and evidence requirements

(a) Notice

An Employee must give their Huon Regional Care notice of the taking of leave by the Employee under clause 33. The notice:

- (i)** must be given to Huon Regional Care as soon as practicable (which may be a time after the leave has started); and
- (ii)** must advise Huon Regional Care of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given their Huon Regional Care notice of the taking of leave under clause 33 must, if required by Huon Regional Care, give Huon Regional Care evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 33.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

33.7 Confidentiality

- (a)** Huon Regional Cares must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 33.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b)** Nothing in clause 33 prevents Huon Regional Care 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.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Huon Regional Cares should consult with such Employees regarding the handling of this information.

33.8 Compliance

An Employee is not entitled to take leave under clause 33 unless the Employee complies with clause 33.

34. Parental Leave

- (a)** Parental leave is provided for in the NES.

- (a)** In addition to the NES, Huon Regional Care if eligible for the Federal government's parental leave pay will pay Employees who take parental leave,

the difference between the Federal government's parental leave pay and the Employee's Base Rate of Pay to a maximum of 18 weeks. The payment received from Huon Regional Care can be split over a period of 36 weeks.

- (b) An Employee who is the non-primary carer of a newborn or newly adopted child will receive the difference between the Federal government's parental leave pay and the Employee's Base Rate of Pay to a maximum of 1 week. The payment received from Huon Regional Care can be split over a period of 2 weeks.

35. Long Service leave

Long Service Leave is provided for in the *Long Service Leave Act 1976 (Tas)*.

36. Union Delegate Rights

- (a) Union delegates or elected workplace representatives, with approval of Huon Regional Care and upon application in writing, shall be granted up to a combined total of ten days leave with pay each calendar year, per union non cumulative, to:
 - (i) represent members in bargaining;
 - (ii) represent the interests of members to Huon Regional Care and at times industrial tribunals;
 - (iii) consult with union members and other Employees for whom the delegate is a bargaining representative;
 - (iv) attend union education;
 - (v) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace; and
 - (vi) attend union annual delegates conference.
- (b) It is recognised that union training leave is paid. In addition to union training leave, the Employee may elect to utilise other forms of leave in accordance with other terms of this Enterprise Agreement.
- (c) Any request for leave to attend union training, the Employee must submit their request in writing with 14 days notice prior to the commencement of the Union training to Huon Regional Care. Approval of the leave request shall be on the basis that Huon Regional Care agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.
- (d) The granting of any leave pursuant to this clause shall be subject to Huon Regional Care being able to make adequate staffing arrangements amongst current Employees during the period of such leave. Huon Regional Care 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 Enterprise Agreement.

- (f) 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.

37. Blood Donors

Employees previously covered by the HDNS Non-Nursing Agreement are entitled to:

- (a) **Paid Absence:** A Full-time or Part-time Employee will be entitled during paid time to donate blood on up to two (2) 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 (home care) Employees who will be required to schedule appointments to donate blood around client schedules.
- (b) **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.
- (c) **Proof of Attendance:** When requested, the Employee must provide reasonable proof of the attendance at the blood donation appointment and duration of the appointment.

38. Police Checks

- (a) It is a requirement for employment and continued employment at Huon Regional care that Employees provide to the employer a copy of the Employees current national police check.
- (b) The employer will pay the cost of obtaining police checks for successful applicants and renewals for Employees.
- (c) Where the employer is in the possession of an Employee police check, that police check will not be provided to any third party without the Employees express and written permission.

39. Meal Charges

Where Employees have meals provided by the employer the charges for such meals are:

- (a) Two course meal - \$5.31
- (b) Main course - \$4.08
- (c) Other course, i.e. soup or sweet \$3.71
- (d) Breakfast- \$3.71

Where a meal is provided no additional charge will be made for tea or coffee, toast, bread, butter or condiments.

40. Professional Development and Study Leave

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

All Employees shall receive up to three (3) days paid development/study leave if relevant to employment and authorised by Huon Regional Care Management.

The development/study leave will not be unreasonably withheld by Huon Regional Care.

41. Vaccination Leave

Employees are entitled to 2 days paid leave in the event they suffer any adverse side effects from getting vaccinated. The normal evidence requirements apply. An Employee who has given their Huon Regional Care notice of the taking of leave under clause 41 must, if required by Huon Regional Care, give Huon Regional Care evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 41.

42. Workload

Huon Regional Care will, provide the care minutes required, as per the directive of the Aged Care Royal Commission.

Huon Regional Care will roster in accordance with the directive of the Aged Care Commission care minutes requirement.

Schedule A - Wage Rates

Classification	3.0% from FFPP on or after 1/07/2022 or the FWC minimum wage decision % increase whichever is greater	3.0% from FFPP on or after 1/07/2023 or the FWC minimum wage decision % increase whichever is greater	3.0% from FFPP on or after 1/07/2024 or the FWC minimum wage decision % increase whichever is greater	3.0% from FFPP on or after 1/07/2025 or the FWC minimum wage decision % increase whichever is greater
Aged care employee level 1	\$22.6453	\$23.3246	\$24.0244	\$24.7451
Aged care employee level 2	\$23.6568	\$24.3665	\$25.0975	\$25.8505
Aged care employee level 3	\$24.5856	\$25.3232	\$26.0828	\$26.8653
Aged care employee level 4	\$24.8769	\$25.6232	\$26.3919	\$27.1836
Aged care employee level 5	\$26.7821	\$27.5855	\$28.4131	\$29.2655
Aged care employee level 6	\$27.1024	\$27.9155	\$28.7529	\$29.6155
Aged care employee level 7	\$27.8413	\$28.6766	\$29.5368	\$30.4230
Home Care Employee Level 1 - pay point 1	\$22.9945	\$23.6844	\$24.3949	\$25.1268
Home Care Employee Level 2 - pay point 1	\$24.3771	\$25.1084	\$25.8617	\$26.6375
Home Care Employee Level 2 - pay point 2	\$24.5426	\$25.2789	\$26.0373	\$26.8184
Home Care Employee Level 3 - pay point 1	\$24.8769	\$25.6232	\$26.3919	\$27.1836

Home Care Employee Level 3 - pay point 2	\$25.6400	\$26.4092	\$27.2015	\$28.0175
Home Care Employee Level 4 - pay point 1	\$27.1392	\$27.9533	\$28.7919	\$29.6557
Home Care Employee Level 4 - pay point 2	\$27.6818	\$28.5122	\$29.3676	\$30.2486
Home Care Employee Level 5 - pay point 1	\$29.0949	\$29.9678	\$30.8668	\$31.7928
Home Care Employee Level 5 - pay point 2	\$30.2475	\$31.1549	\$32.0896	\$33.0523

Schedule B - Classification Definitions

B.1 Aged care Employee—level 1

Entry level:

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

An Employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

General clerk

Laundry hand

Cleaner

Assistant gardener

Food services

Food services assistant

B.2 Aged care Employee—level 2

An Employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

General clerk/Typist (between 3 months' and less than 1 year's service)

Laundry hand

Cleaner

Gardener (non-trade)

Maintenance/Handyperson (unqualified)

Driver (less than 3 ton)

Food services

Food services assistant

Personal care

Personal care worker grade 1

B.3 Aged care Employee—level 3

An Employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Food services

Personal care

General clerk/Typist (second and subsequent years of service)

Cook

Personal care worker grade 2

Receptionist

Recreational/Lifestyle activities officer (unqualified)

Pay clerk

Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

B.4 Aged care Employee—level 4

An Employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Food services

Personal care

Senior clerk

Senior cook (trade)

Personal care worker grade 3

Senior receptionist

Maintenance/Handyperson (qualified)

General and administrative services**Food services****Personal care**

Driver (3 ton and over)

Gardener (trade or TAFE Certificate III or above)

B.5 Aged care Employee—level 5

An Employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Food services

Personal care

Secretary interpreter (unqualified)

Chef

Personal care worker
grade 4

B.6 Aged care Employee—level 6

An Employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Food services

Maintenance tradesperson (advanced)

Senior chef

Gardener (advanced)

B.7 Aged care Employee—level 7

An Employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Clerical supervisor	Chef /Food services supervisor	Personal care worker grade 5
Interpreter (qualified)		
Gardener superintendent		
General services supervisor		

B.8 Home care employee level 1

A position in this level has the following characteristics:

A person appointed to this position will have less than 12 months' experience in the industry.

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

B.9 Home care employee level 2

A position in this level has the following characteristics:

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

B.10 Home care employee level 3

A position in this level has the following characteristics:

Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis;

co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

B.11 Home care employee level 4

A position in this level has the following characteristics:

Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

Judgment and decision-making

The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

Specialist knowledge and skills

- (a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (b) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms or files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

B.12 Home care employee level 5

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

Accountability and extent of authority

- (a) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- (b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (c) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (d) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

Management skills

- (e) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (f) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are

expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

Schedule C - Allowances

Allowance	Clause	from FFPP on or after 1/07/2022	from FFPP on or after 1/07/2023	from FFPP on or after 1/07/2024	from FFPP on or after 1/07/2025
Buddying/ Familiarisation	15.2	\$5.78 per shift	\$5.95 per shift	\$6.13 per shift	\$6.31 per shift
Clothing and Equipment	15.3	Uniform \$10.54 per week Laundry \$0.67 per shift, up to a maximum of \$3.96per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment	Uniform \$10.85 per week Laundry \$0.69 per shift, up to a maximum of \$4.07per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment	Uniform \$11.18 per week Laundry \$0.71 per shift, up to a maximum of \$4.20per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment	Uniform \$11.51 per week Laundry \$0.73 per shift, up to a maximum of \$4.32per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment
Meal Allowance	15.4	\$14.51 for the first meal and \$14.51 for an extra meal	\$14.95 for the first meal and \$14.95 for an extra meal	\$15.40 for the first meal and \$15.40 for an extra meal	\$15.86 for the first meal and \$15.86 for an extra meal
Nauseous Work	15.5	\$0.52 per hour or part thereof with a minimum of \$2.77 per week	\$0.53 per hour or part thereof with a minimum of \$2.85 per week	\$0.55 per hour or part thereof with a minimum of \$2.94 per week	\$0.56 per hour or part thereof with a minimum of \$3.03 per week
Tool	15.6	\$0.34per hour up to a maximum of \$12.91per week	\$0.35per hour up to a maximum of \$13.29per week	\$0.36per hour up to a maximum of \$13.69per week	\$0.37per hour up to a maximum of \$14.10per week
Travelling, transport and fares	15.7	\$0.80 per km Reimbursement for the cost of fares, meals and accommodation paid by the employee	\$0.80 per km Reimbursement for the cost of fares, meals and accommodation paid by the employee	\$0.80 per km Reimbursement for the cost of fares, meals and accommodation paid by the employee	\$0.80 per km Reimbursement for the cost of fares, meals and accommodation paid by the employee
Multiple periods of engagement	15.7	\$11.28	\$11.62	\$11.97	\$12.32

On call - any 24 hour period or part thereof when on call between the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday	15.8	\$26.49	\$27.29	\$28.10	\$28.95
On call - any other 24 hour period or Public Holiday, or part thereof	15.8	\$52.86	\$54.45	\$56.08	\$57.76
Licence	15.9	Reimbursed the cost of this licence upon presentation of the receipt of the licence	Reimbursed the cost of this licence upon presentation of the receipt of the licence	Reimbursed the cost of this licence upon presentation of the receipt of the licence	Reimbursed the cost of this licence upon presentation of the receipt of the licence
Flu Vaccine	15.10	Annually provided Employees on-site at no cost to the Employee	Annually provided Employees on-site at no cost to the Employee	Annually provided Employees on-site at no cost to the Employee	Annually provided Employees on-site at no cost to the Employee
Police Check	15.11	Huon Regional Care will pay the cost of Employees obtaining their police check renewals	Huon Regional Care will pay the cost of Employees obtaining their police check renewals	Huon Regional Care will pay the cost of Employees obtaining their police check renewals	Huon Regional Care will pay the cost of Employees obtaining their police check renewals
Sleep Over	15.12	\$87.42.per night	\$90.04.per night	\$92.72.per night	\$95.52.per night
First Aid	15.13	\$18.08 per week (Full Time) \$0.47 per hour up to a maximum of \$17.54 per week (Part Time or Casual)	\$18.62 per week (Full Time) \$0.49 per hour up to a maximum of \$18.07 per week (Part Time or Casual)	\$19.18 per week (Full Time) \$0.50 per hour up to a maximum of \$18.61 per week (Part Time or Casual)	\$19.75 per week (Full Time) \$0.52 per hour up to a maximum of \$19.17 per week (Part Time or Casual)

Schedule D - Agreement to Take Annual Leave in Advance

Name of Employee: _____

Huon Regional Care (Manager): _____

Huon Regional Care and Employee agree that the Employee will take a period of paid annual leave before the Employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of Employee: _____

Date signed: ____/____/20____

Name of Huon Regional Care
representative: _____

Signature of Huon Regional Care
representative: _____

Date signed: ____/____/20____

[If the Employee is under 18 years of age - include:]

I agree that:

if, on termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then Huon Regional Care may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule E - Agreement to Cash Out Annual Leave

Name of Employee: _____

Huon Regional Care (Manager): _____

Huon Regional Care and Employee agree to the Employee cashing out a particular amount of the Employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the Employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the Employee on: ____/____/20____

Signature of Employee: _____

Date signed: ____/____/20____

Name of Huon Regional Care
representative: _____

Signature of Huon Regional Care
representative: _____

Date signed: ____/____/20____

Include if the Employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule F - Agreement for Time Off Instead of Payment for Overtime

Name of Employee: _____

Huon Regional Care (Manager): _____

Huon Regional Care and Employee agree that the Employee may take time off instead of being paid for the following amount of overtime that has been worked by the Employee:

Date and time overtime started: ____/____/20____ am/pm

Date and time overtime ended: ____/____/20____ am/pm

Amount of overtime worked: _____ hours and _____ minutes

Huon Regional Care and Employee further agree that, if requested by the Employee at any time, Huon Regional Care must pay the Employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of Employee: _____

Date signed: ____/____/20____

Name of Huon Regional Care representative: _____

Signature of Huon Regional Care representative: _____

Date signed: ____/____/20____

Schedule G— Signatories to this Enterprise Agreement

Name **Huon Regional Care
Limited (ABN 63 683 694
146)**

Address 3278 Huon Highway, Franklin
TAS 7113

Title Acting CEO

Explanation of authority to sign Acting CEO


Signature 

**For and on behalf of Huon
Regional Care Limited
(ABN 63 683 694 146)**

Name *Tim Jacobson*
Address *11 Clare Street New Town 7008*

Title *State Secretary*

Explanation of authority to sign *State Secretary*

Signature 

For and on behalf of Union

Name **Emily Shepherd**

Address **182 Macquarie Street, Hobart Tasmania 7000**

Title **Branch Secretary**

Explanation of authority to sign **Branch Secretary of the Australian
Nursing and Midwifery Federation,
Tasmanian Branch**

Signature 

**For and on behalf of the
Employees**

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

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

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2022/1741

Applicant: Huon Regional Care

UNDERTAKINGS

Huon Regional Care, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the **Huon Regional Care General Staff Enterprise Agreement 2022** ("the Agreement"):

1. That notwithstanding clause 2.3, the nominal expiry date of the agreement will not be more than 4 years after the day on which the FWC approves the agreement.
2. Notwithstanding the provisions of clause 12.5 (f) of the Agreement, any reduction in this regard will only occur if the Fair Work Commission (FWC) has determined that the amount of redundancy pay is able to be reduced to a specified amount that it considers appropriate.
3. That Clause 21.1 (d) does not apply.



Fiona Reid
Acting CEO
Huon Regional Care

16 June 2022