



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

May Shaw Health Centre Inc
(AG2023/3042)

MAY SHAW HEALTH CENTRE INC ENTERPRISE AGREEMENT 2023

Aged care industry

COMMISSIONER LEE

MELBOURNE, 26 SEPTEMBER 2023

Application for approval of the May Shaw Health Centre Inc Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *May Shaw Health Centre Inc Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by May Shaw Health Centre Inc. The Agreement is a single enterprise agreement.

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

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

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

[5] I observe that the following provisions is likely to be inconsistent with the National Employment Standards (NES):

- Clause 12(h)(ii) – Redundancy Package

However, noting clause 7 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 October 2023. The nominal expiry date of the Agreement is 3 October 2025.



COMMISSIONER

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Annexure A

22nd September 2023

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3042

Applicant: May Shaw Health Centre Inc

Dear Commissioner Lee,

Re: Section 185 – Application for approval of May Shaw Health Centre Inc Enterprise Agreement 2023, Undertakings – Section 190

I, Stacey Alexander, Senior Human Resources Consultant, have the authority given to me by May Shaw Health Centre Inc to give the following undertakings with respect to the May Shaw Health Centre Inc Enterprise Agreement 2023 ("the Agreement"):

1. May Shaw Health Centre undertakes that clause 49 (b) (iii) (B) Shift Worker Non-Nursing will not be applied for the duration of the agreement. Clause 49 (b) (iii) (B) will be read and applied as:

(iii) Shift-worker – Non-Nursing

(B) For the purposes of the NES and this sub-clause (b) (iii) a shift-worker (non-nursing) is defined as:
 - i. an Employee who is not employed in the nurse classifications of this Agreement at Schedule A; and
 - ii. 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 (Ordinary Hours of Work); and/or
 - iii. an Employee who works for more than four (4) ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues; and/or
 - iv. an Employee, who is a home care Employee, who works at least eight (8) 24-hour care shifts in a client's home in accordance with clause 21 (b) (ii) (Span of Hours – Day Workers – Home Care Employees) during the yearly period in respect of which their annual leave accrues.
2. May Shaw Health Centre undertakes that clause 49 (b) (iv) (B) Shift Worker Non-Nursing will not be applied for the duration of the agreement. Clause 49 (b) (iv) (B) will be read and applied as:

(iv) Shift-worker – Nursing

(B) For the purposes of the NES and this sub-clause (iv) (A), a shift-worker (nursing) is defined as:
 - i. an Employee who is employed in the nurse classifications of this Agreement at Schedule A; and
 - ii. an Employee who is regularly rostered over 7 days of the week; and/or
 - iii. an Employee who works for more than four (4) ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues.
3. May Shaw Health Centre undertakes that clause 11 (g) (iii) Casual Employment will not be applied for the duration of the agreement. Clause 11 (g) (iii) will be read and applied as:

(g) Casual Employment

- (i) For the purpose of this clause and Agreement, casual means an employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (ii) A casual employee's engagement is by the hour.
- (iii) For each hour worked, **including each hour of approved overtime worked**, a casual employee must be paid the following:

- (A) The minimum hourly rate applicable to their classification and pay point; or
- (B) 1/38th of the weekly rate appropriate to the employee's classification; and
- (C) a loading of 25% of that rate will be paid instead of paid annual leave, personal/carer's leave and an entitlement to payment for public holidays not worked.

This is the casual hourly rate.

- 4. May Shaw Health Centre undertakes that clause 22 (f) Overtime Payment - Nurses (Day Workers)- Casual Employees will not be applied for the duration of the agreement. Clause 22 (f) will be read and applied as:

(f) Overtime Payment - Nurses (Day Workers)- Casual Employees

For all time worked by casual Nurse Day workers in accordance with sub-clause (d) above the following overtime rates will be paid on the casual hourly rate, inclusive of the casual loading as defined at clause 11 (g) (iii):

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

- 5. May Shaw Health Centre undertakes that clause 22 (g) Overtime Payment - Home care employees (day workers) will not be applied for the duration of the agreement. Clause 22 (g) will be read and applied as:

(g) Overtime Payment - Home Care Employees (Day Workers)

- (i) For all time worked by Home Care Employees in accordance with sub-clause (a) above the following overtime rates will be paid, inclusive of the casual loading as defined at clause 11 (g) (iii):

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)

Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

6. May Shaw Health Centre undertakes that clause 22 (h) Overtime Payment – Non-Nurse Employees (Day Workers – Casual) (excluding all Home Care Employees) will not be applied for the duration of the agreement. Clause 22 (h) will be read and applied as:

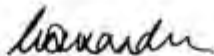
(h) Overtime Payment – Non-Nurse Employees (Day Workers – Casual) (excluding all Home Care Employees)

(i) For all time worked by casual non-nurse Employees in accordance with sub-clause (a) above the following overtime rates will be paid, inclusive of the casual loading as defined at clause 11 (g) (iii):

Monday to Friday	First two (2) hours	187.5%
	After two (2) hours	Double time and one half (250%)
Saturday and Sunday	All time	Double time and one half (250%)
Public Holidays	All time	312.5%

(ii) The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11 (f) (iii) (c) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for fulltime and part-time Employees prescribed at sub-clause (h).

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



Signature

22/09/2023

Date

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

MAY SHAW HEALTH CENTRE INC

ENTERPRISE AGREEMENT

2023

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PART 1 - APPLICATIONS AND OPERATION OF THE AGREEMENT

1. Title

This Agreement will be referred to as the **May Shaw Health Centre Inc Enterprise Agreement 2023**.

2. Scope of Agreement

This Agreement will apply to **May Shaw Health Centre Inc** and its Employees located in the state of Tasmania who are engaged to perform work in Aged Care (Residential and Home Care), Nursing and Corporate Services (Administrative, Clerical and Maintenance).

3. Agreement Parties

The parties to this Agreement are as follows:

- (a) May Shaw Health Centre Inc ('the Employer'),
- (b) The Health Services Union, Tasmania Branch ('the Union'),
- (c) The Australian Nursing and Midwifery Federation, Tasmanian branch ('the Union'),
- (d) All Employees of May Shaw Health Centre Inc for which classification levels are provided in [Schedule A](#) of this Agreement.

4. Date and Period of Operation

This Agreement will be operational on the date specified on the notice from the Fair Work Commission for a period of two (2) years from that date.

The Agreement will remain in force until the expiry date, unless terminated or varied by the mutual Agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009* (Cth).

5. Definitions

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

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

Afternoon shift (Nursing) means a shift finishing between 6:00pm and midnight.

Afternoon Shift (Non-Nursing) means a shift finishing between 6:00pm and 11:00pm.

Aged Care Employees means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility.

Casual Hourly Rate means

- (i) The minimum hourly rate applicable to an employee's classification and pay point, and a loading of 25% of that rate will be paid instead of paid annual leave, personal/carer's leave and an entitlement to payment for public holidays not worked; or
- (ii) 1/38th of the weekly rate appropriate to the employee's classification; and
- (iii) a loading of 25% of that rate will be paid instead of paid annual leave, personal/carer's leave and an entitlement to payment for public holidays not worked.

Child means a *child* of a person includes:

- (i) someone who is a child of the person within the meaning of the *Family Law Act 1975*; and
- (ii) an adopted child or step-child of the person.

It does not matter whether the child is an adult.

Close relative of an Employee means a person who is:

- a. a member of the Employee's immediate family; or
- b. is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Critical service delivery risk means circumstances reasonably beyond the Employer's control and may include, but is not limited to, staff shortfalls due to periods of recruitment, infectious disease, high number of intakes.

Day shift (Nursing) means a shift commencing after 8:00am and finishing before 6:00pm.

Day Shift (Non-Nursing) means a shift commencing after 7:00am and finishing before 11:00pm.

Day worker means an Employee whose ordinary hours of work are performed between the hours of 6.00am and 6.00pm Monday to Friday.

De facto partner means:

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

Employee means an Employee employed by the Employer and covered by the scope of this Agreement

Employer means May Shaw Health Centre Inc.

Employee's Base of Operations means a radius of 20kms from the GPO in the geographical location (suburb / town / village (however described) where the Employer has an established base for operations that includes a residential care facility and/or administrative head office.

Home Care Employee(s) means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence.

Home Care Services Activities means activities (including supervision and clinical oversight related activities) related to providing personal care services, domestic services or home maintenance services for an aged person in a private residence.

Immediate family

- (A) of an Employee means the:

- i. spouse (including former spouse),
- ii. partner,
- iii. de facto partner(including a former defacto partner),
- iv. children including step children,
- v. parents including step parents,
- vi. in-laws,
- vii. grandparents,
- viii. grandchildren including step grandchildren, or
- ix. siblings including half siblings of the Employee of the Employee; or

(B) or the children (including step children), parents (including step parents, grandparents, grandchildren (including step grand-children) or siblings (including half siblings) of the Employee's spouse, partner or de facto partner.

NES means [National Employment Standards](#)

Night Shift (Nursing) means a shift finishing after midnight and before 8:00am.

Night Shift (Non-Nursing) means a shift finishing after 11:00pm and before 7:00am.

Non-Nurse(ing) Employee(s) means all Employees covered by this Agreement who are not nursing Employees.

Nurse(ing) Employee(s) include enrolled nurse and registered nurse levels

Residential Services Activities means activities (including supervision and clinical oversight related activities) related to the provision of care services for aged persons in a nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility.

Shift-worker is an Employee required to work on a roster outside the spread of hours for a day worker.

Significant relationship means a relationship that exists outside of the Employee's immediate family. However, it is a person with whom an Employee can demonstrate having a significant relationship that would cause the Employee to be placed in a similar situation to a family member on the occasion of their death or diagnosis with a serious illness or injury.

Standard Rate means MSHC Grade 6-1.

6. Supersession and Severance Provisions

(e) All existing awards, all existing Enterprise Agreements, federal awards, transitional federal awards, pre-reform federal awards, pre-reform certified agreements, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.

(f) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the [Fair Work Act 2009 \(Cth\)](#). It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.

(g) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.

(h) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.

- (i) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

7. Relationship to the Award and the NES

The contents of the Agreement refer to all conditions of employment of persons employed by the Employer and deal with and prevail over all matters in the Aged Care Award 2010, Nurses Award 2020 and or any other awards that may be deemed to cover and apply to the Employees except for this Agreement.

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

8. Individual Flexibility Agreement

- (a) An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the Agreement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in sub-clause (i); and
 - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and

- (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing- at any time.
 - (iii) PROVIDED THAT in discussing and negotiating a proposed agreement under this clause an Employee or Employees are entitled to have their union representatives act for them, or any other representative(s) of their choice.

PART 2 - EMPLOYMENT RELATIONSHIPS AND RELATED MATTERS

9. Classifications and Classification Definitions

- (a) The classification definitions for Employees covered by this Agreement are those contained in [Schedule A](#) of this Agreement.
- (b) The Employer must advise their Employees in writing of their classification upon their commencement of employment; and of any subsequent changes to their level.
- (c) Movement to a higher classification will only occur by way of promotion or re-classification.

10. Contract of Employment

- (a) All Employees not employed as a casual Employee will be employed by the fortnight.
- (b) An Employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.

(c) Engagement

An Employer may direct an Employee to carry out such duties as are within the limits of an Employee's skill, competence and training consistent with the classification structure in this Agreement.

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

(d) Payment

An Employee (other than a casual Employee), is entitled to be paid at their relevant rate as specified in this Agreement, including any overtime and other shift and weekend penalty rates, if:

- (i) as a result of an action by the Employer, the Employee does not work for the maximum number of ordinary working hours specified in this Agreement (in the case of a full-time Employee) and the maximum number of ordinary working hours which the Employee is contracted to work (in the case of part-time Employee); and
- (ii) the Employee is ready and willing to work during those ordinary working hours.

(e) Employer Initiated Termination

The services of an Employee shall be terminated by notice as prescribed by the Act, or by the payment of wages in lieu thereof. Provided that this Clause shall not apply in the case of summary or instant dismissal, or in the case of casual Employees, or Employees engaged for a specific period of time or for a specific task or tasks.

The Employer may terminate employment by giving the following period of notice:

Period of Continuous Service	Weeks
Up to the completion of 3 years	2
Over 3 years and up to the completion of 5 years	3

Over 5 years of completed service	4
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In addition to this notice, where the Employee is over 45 years of age at the time of the giving of notice with not less than two years continuous service, they will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

This does not affect the right of the Employer to dismiss an Employee for serious misconduct or serious neglect of duty, in which case wages will only be paid up to the time of dismissal only.

(f) Summary or Instant Dismissal

The Employer shall have the right to dismiss the Employee without notice for "serious misconduct" as defined under the Act, and in such cases, the Employee's wages shall be paid up to the effective date of the dismissal only.

(g) Employee Initiated Termination

No Employee shall, without the consent of the Employer, resign without having given 14 days' notice of intention to do so or forfeiting wages due.

Provided that in no circumstances shall the Employee forfeit more than seven (7) days' pay at the rates prescribed for the Employee's classification, as authorised by the Employee.

(h) Statement of Service – Employee Initiated Termination

Upon the termination of services of an Employee, the Employer shall provide to the Employee a written statement, duly signed by or on behalf of the Employer, setting out the period of the employment and the capacity in which the Employee was employed.

(i) Special Provisions – Trainees engaged for a Specific Period of Time

If the Employer engages an Employee who has completed a traineeship and who they had previously employed as a trainee for a specific period time, within six (6) months of the completion date of the traineeship, then the period of the traineeship will be counted as service in determining any entitlements in any future termination of employment.

11. Employment Categories

(a) Employees under this Agreement will be employed in one of the following categories:

- (i) full-time Employees;
- (ii) part-time Employees;

- (iii) casual Employees:
- (b) At the time of engagement the Employer will inform each Employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time, or casual.
- (c) Where the Employer wishes to engage an Employee in shiftwork, the Employer will advise the Employee in writing specifying the period over which the shift is ordinarily worked.
- (d) **Full-time Employment**
 - (i) A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.
- (e) **Part-Time Employment**
 - (i) A part-time Employee is an Employee who is engaged to work less than 38 hours per week and who has reasonably predictable hours of work.
 - (ii) The terms of this Agreement will apply to part-time Employees on a pro-rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38.
 - (iii) Before commencing employment, the Employer and Employee will agree in writing on a regular pattern of work including:
 - (A) the number of ordinary hours to be worked each week (**the guaranteed hours**), and
 - (B) the days of the week the Employee will work, and
 - (C) the starting and finishing times each day.
 - (iv) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed hours each week.
 - (v) The Agreement made pursuant to sub-clause (e) (iii) may subsequently be varied by Agreement between the Employer and Employee in writing. Any such Agreement may be ongoing or for a specified period of time.
 - (vi) An Employer must not require a part-time Employee to work additional hours in excess of their guaranteed hours, the agreed days of the week the employee will work, or the agreed starting and finishing times each day. However, an Employee may agree to work hours that are additional to their guaranteed hours.
 - (vii) 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.
- (f) **Review of Guaranteed Hours – Part Time Employees**
 - (i) Where a part-time Employee has regularly worked more than their guaranteed hours for at least 12 months, the Employee may request in writing that the Employer vary the Agreement made under sub-clause (e) (iii), or as subsequently varied under sub-clause (e) (v), to increase their guaranteed hours.

- (ii) The Employer must respond in writing to the Employee's request within 21 days.
- (iii) The Employer may refuse the request only on reasonable business grounds.
- (iv) Before refusing a request made under sub-clause (f) (i), the Employer must discuss the request with the Employee and genuinely try to reach agreement on an increase to the Employee's guaranteed hours that will give the Employee more predictable hours of work and reasonably accommodate the Employee's circumstances.
- (v) If the Employer and Employee agree to vary the agreement made under sub-clause (e) (iii), or as subsequently varied under sub-clause (e) (v), the Employer's written response must record the agreed variation.
- (vi) If the Employer and Employee do not reach agreement, the Employer's written response must set out the grounds on which the Employer has refused the Employee's request.
- (vii) This sub-clause (f) is intended to operate in conjunction with sub-clause (e) (vi) and does not prevent an Employee and Employer from agreeing to vary the agreement made under sub-clause (e) (iii) in other circumstances.
- (viii) An Employee cannot make a request for a review of their guaranteed hours when:
 - (A) The Employee has refused a previous offer to increase their guaranteed hours in the last 6 months; or
 - (B) The Employer refused a request from the Employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.

(g) Casual Employment

- (i) For the purpose of this clause and Agreement, casual means and employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (ii) A casual employee's engagement is by the hour.
- (iii) For each ordinary hour worked, a casual employee must be paid the following:
 - (A) The minimum hourly rate applicable to their classification and pay point; or
 - (B) 1/38th of the weekly rate appropriate to the employee's classification; and
 - (C) a loading of 25% of that rate will be paid instead of paid annual leave, personal/carer's leave and an entitlement to payment for public holidays not worked.

This is the casual hourly rate.

- (iv) A casual employee may work up to and including 38 ordinary hours per week.
- (v) Where a casual employee works overtime, they must be paid the overtime rates in clause 22 (**Overtime**) or clause 23 (**Specific Provisions for Shift-workers**) if applicable.

(h) Casual Conversion – Employer Initiation

- (i) This clause only applies to a regular casual employee.
- (ii) A regular casual employee who has been engaged by the employer for at least twelve months must receive a written offer to convert their casual employment to permanent employment within 21 days after the employee's 12-month anniversary, if the employee:
 - (A) has been employed by the employee for 12 months, and
 - (B) has worked a regular pattern of hours on an ongoing basis for at least the last 6 months, and
 - (C) could continue working such hours as a permanent employee without significant changes.
- (iii) The offer needs to be for the employee to convert on the following basis:
 - (A) An employee who has worked at the rate of an average of 38 ordinary weekly hours for that category of employee as per clause 21 (Hours of Work), or more hours a week in the period of twelve months casual employment may elect to have their employment converted to full-time employment.
 - (B) An employee who has worked at the rate of an average less than 38 ordinary weekly hours for that category of employee as per clause 21 (Hours of Work) hours a week in the period of twelve months casual employment may elect to have his or her employment converted to part-time employment.
- (iv) To accept the offer to convert, employees must respond to the employer in writing within 21 days of receipt of the offer. Where no written response is received the employer will conclude that the employee has declined the offer of conversion.
- (v) Where the employer decides not to offer casual conversion, the employer will write to the employee within 21 days after the employee's 12 month anniversary, advising them:
 - (A) that they will not be making an offer of casual conversion, and
 - (B) the reasons why they are not making the offer.
- (vi) The reasons for not making an offer of casual conversion are limited to:
 - (A) the employee hasn't worked a regular pattern of hours on an ongoing basis for at least the last 6 months, which they could continue working as a permanent employee without significant changes.

(i) Casual Conversion – Employee Initiation

- (i) Notwithstanding sub-clause (h), a casual Employee who has been employed on a regular and systematic basis for period of at least 26 weeks can apply to be converted to full or part-time employment
- (ii) Where a casual Employee seeks to convert to full-time or part-time employment, the Employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Employer may have regard to any of the following factors:
 - (A) the size and needs of the workplace or enterprise;

- (B) the nature of the work the Employee has been doing;
- (C) the qualifications, skills, and training of the Employee;
- (D) the trading patterns of the workplace or enterprise (including cyclical and clinical trading demand factors);
- (E) the Employee's personal circumstances, including any family responsibilities; and
- (F) any other relevant matter.

- (iii) If the Employer offers the Employee conversion, they will convert on the same basis as sub-clause (h) (iii).
- (iv) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and agree upon:
 - (A) To which form of employment the Employee will convert - that is, full-time or part-time employment; and
 - (B) If it is agreed that the Employee will become a part-time Employee, the matters referred to in sub-clause (d) (Part-time Employees) of this Agreement apply.

(j) General Terms Applicable to both Employer and Employee Initiated Casual Conversion

- (i) The date from which the conversion will take effect is the commencement of the next pay cycle following such Agreement being reached unless otherwise agreed.
- (ii) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written Agreement of the Employer.
- (iii) An Employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Agreement.
- (iv) Nothing in this clause obliges a casual Employee to convert to full time or part-time employment, nor permits an Employer to require a casual Employee to so convert.
- (v) Nothing in this clause requires the Employer to convert the employment of a regular casual Employee to full time or part-time employment if the Employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.
- (vi) Nothing in this clause requires an Employer to increase the hours of a regular casual Employee seeking conversion to full time or part-time employment.
- (vii) Any dispute about a refusal of an election to employment or about the matters referred to in this clause must be dealt with in accordance with the provisions of clause 47 (**Dispute Resolution**).

(k) Minimum Payment for Part-time and Casual Employees

- (i) Part-time and casual Employees will be paid for the following minimum number of ordinary hours, at the appropriate ordinary time rate of pay, for each shift:

Nurse Employees	Part-time	4 hours
	Casual	2 hours

Aged Care Employees	Part-time	4 hours
	Casual	2 hours
Home Care Employees	Part-time	2 hours
	Casual	2 hours

12. Redundancy Provisions

Redundancy Entitlements is a matter provided for in the NES (Division 11 - Notice of Termination and Redundancy Pay). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

- (a) For the purposes of this clause, redundancy includes a situation where the Employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of Employees, or to decrease an Employee's ordinary hours of work thus causing a reduction to the Employee's income.
- (b) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

(c) **Commitment to consult**

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

Where the Employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of Employee's income, the Employer agrees to immediately notify the union and to commence a process of consultation in accordance with Clause 46 of this Agreement.

(d) **Redeployment and Retraining**

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

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

(e) **Notice Period of Redundancy**

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

subject to termination or reduction or alteration of hours which causes a loss of Employee's income, will be as follows:

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

(f) Voluntary Redundancy

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

Provided that the Employer is only required to seek such expressions of interest from Employees employed at the same classification level and at the same worksite in which the redundancy is being effected.

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

(g) Involuntary Redundancy

In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers for a voluntary redundancy package after expressions of interest have been sought and assessed from existing Employees in accordance with sub-clause (f). The Employer will be entitled to take into account the operational requirements of the organisation.

The Employer shall consult with the union(s) where the Employer is intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

(h) Redundancy Package

- (i) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant Employees is as follows:
 - (A) Four (4) weeks' pay in lieu of notice
 - (B) Two (2) weeks' pay for each year of service or part thereof, or payments due under the NES, whichever is greater
 - (C) Full payment of all accrued annual leave entitlements including leave loading.
 - (D) Payment of pro rata long service leave after five years of continuous service.
- (ii) Provided that where the Employer facilitates acceptable alternative employment for a redundancy Employee, including the transfer of all entitlements, the provisions of this sub-clause may not apply.
- (iii) A week's pay shall mean:
 - (A) The hours worked per week as averaged over the previous three (3) months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
 - (B) Any penalties as average over the previous three (3) months, excluding any period of leave or other extraordinary absence; and
 - (C) Loadings (where applicable); and
 - (D) Any all-purpose work-related allowances.

(i) Partial Redundancy Package for Changed or Decreased Hours

- (i) Where an Employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Agreement), which causes a loss of income to the Employee, the Employer will pay a partial redundancy to such Employees as are adversely affected as follows:
- Difference between Weekly Rates = (existing weekly rate – new weekly rate)
 - Fortnightly Difference = (Difference between Weekly Rates x 2)
 - Partial Redundancy Payment = (Fortnightly Difference x Completed Years of Service) + Pro-Rata for any Uncompleted Year of Service
- (ii) For the purpose of this clause a weeks' pay means the relevant rate, and any loadings and all-purpose allowances to which the Employee is normally entitled.

(j) Paid Time off to seek other Employment

- (i) All Employees who are made redundant shall be given assistance by the Employer in seeking suitable alternative employment. Such Employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or retraining.
- (ii) If the Employee has been allowed paid leave for more than one day per week during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(k) Financial Counselling

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

(l) Details of Redundancy Package to be Provided

The Employer will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an Employee.

(m) Notifying Redundant Employees of New Vacancies

In the event that a position becomes available in the Employer's establishment, the Employer is to take reasonable steps to notify Employees made redundant by the Employer of the vacancy and to invite them to apply for it, within 12 months of the Employees being made redundant.

PART 3 - WAGE RATE AND RELATED MATTERS

13. Higher Duties

(a) **Nursing Employees**

- (i) An Employee who, for a period of three (3) or more consecutive working days, performs the duties of a position higher than those of the Employee's normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.
- (ii) Sub-clause (a) does not apply to Registered Nurse Levels 4 or 5.

(b) **Non-Nursing Employees**

- (i) An Employee, other than an administrative employee, engaged continuously for two or more hours in duties paid at a higher rate of pay than the Employee's ordinary classification level, will be paid the higher rate of the pay for the day.
- (ii) If the work is for less than two (2) hours, the Employee will be paid the higher rate of pay for those duties for the time worked.
- (iii) An Employee engaged as an administrative employee who, for a period of five (5) consecutive working days or more, performs the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification.

14. Progression Through Pay Points Within A Classification Level

(a) **Nursing Employees**

- (i) Progression to the next pay point for all classifications for which there is more than one pay point will have regard to:
 - (A) the acquisition and use of skills described in the definitions contained in [Schedule A](#) – Classification Definitions; **and**
 - (B) knowledge gained through experience in the practice settings over such a period; **and**
 - (C) operational needs of the Employer.
- (ii) Progression will be:
 - (A) for full-time Employees – by annual movement; or
 - (B) for part-time or casual Employees:
 - i. 1786 hours of experience, or
 - ii. where an Employee has completed a minimum of 1000 hours and two (2) years of continuous service from the last progression date, or
 - iii. three (3) years of continuous service

whichever occurs first.

- (iii) Part-time and casual Employees where the length of time since the date of their last pay point progression is greater than two (2) years will have their pay point progression reviewed within six (6) months of the approval of this Agreement under the terms of this sub-clause (a) (i).

(b) Non Nursing – Home Care Employees Only

- (i) At the end of each 12 months' continuous employment, an Employee will be eligible for progressions from one pay point to the next within a classification level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each pay point within the level and:
 - (A) the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer, or
 - (B) where an Employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.

15. Progression To A New Classification Level

- (a) Movement to a higher classification will only occur by way of promotion or re-classification.

16. Salary Packaging and Sacrifice

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

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

17. Superannuation

(a) Superannuation legislation

- (i) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the

superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the Employee applies.

- (ii) The rights and obligations in this clause supplement those in superannuation legislation.

(b) Superannuation Fund

- (i) Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. Where an Employee does not choose a superannuation fund the Employer must request an Employee's stapled fund.
 - (A) A stapled fund is an existing superannuation account linked, or 'stapled', to an Employee so it follows the Employee as they change Employers.
- (ii) Where an Employee fails to choose their own superannuation fund and the Employee does not have a stapled fund then the Employer must make the superannuation contributions provided for in sub-clause (c) and pay the amount authorised under sub-clauses (c) (i) or (d) to HESTA Super Fund (Health Employees Superannuation Trust Australia) or any successor.

(c) Employer Contributions

- (i) An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

(d) Voluntary Employee contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in sub-clause (c).
- (ii) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of one month's written notice to their Employer.

(e) Payment of Contributions

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

(f) Superannuation Displayed on Payslips

- (i) Superannuation contributions will be displayed on an Employee's payslip.

- (ii) The amount displayed will be the total amount remitted as superannuation inclusive of Employer and Employee contributions.
- (iii) The amount displayed will be the total year to date amount remitted at the point in time when the payslip is generated.

18. Payment of Wages

(a) Pay Cycle

Wages will be paid by direct deposit into a financial institution nominated by the Employee fortnightly and not later than the Thursday of the week of payment.

(b) Late Payment of Wages

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

(c) Wages Notification to Employees

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

19. Wage Rates and Wage Increases

(a) Wage Rates

The wage rates payable to Employees covered by this Agreement are those rates listed in Schedule C of this Agreement for the relevant classification.

(b) Wage Increases

The wage rates in Schedule C of this Agreement will be increased in the following manner:

Employee Cohort	Year	Employee Role Subject to Aged Care Pay Equity Case (ACPEC)	Employee Role <u>NOT</u> Subject to Aged Care Pay Equity Case
Nursing Employees	From first full pay period after 1 st July 2023	20.75% (15% (ACPEC) + 5.75%) added to the May Shaw Health	3% added to the May Shaw Health Centre Inc (Nurses Agreement) 2014

		Centre Inc (Nurses Agreement) 2014 wage rates as at 1 st July 2022, or the underpinning award rate; whichever is higher <u>PLUS</u> \$0.77 per hour	wage rates as at 1 st July 2022, or the underpinning award rate; whichever is higher
Non-Nursing Employees	From first full pay period after 1 st July 2023	20.75% (15% (ACPEC) + 5.75%) added to the May Shaw Health Centre Inc Non-Nursing Agreement – Swansea 2019 wage rates as at 1 st July 2022 <u>PLUS</u> \$0.77 per hour	3% added to the May Shaw Health Centre Inc Non-Nursing Agreement – Swansea 2019 wage rates as at 1 st July 2022
Nursing and Non-Nursing	From first full pay period after 1 st July 2024	3% <u>OR</u> The Fair Work Minimum Wage Increase as applied to the relevant underpinning award(s); whichever is greater.	

PART 4 - HOURS OF WORK AND RELATED MATTERS

20. Breaks

(a) Unpaid Meal Breaks – Day Worker

- (i) Day workers who work in excess of four (4) hours on any day will receive an unpaid meal break of not more than one hour and not less than 45 minutes.
- (ii) The duration of the meal break may be altered by agreement between the Employer and the Employee.

(b) Taking of an Unpaid Meal Break – Day Worker

- (i) Non-Nursing Employees will take their unpaid meal break at a time mutually agreed between the Employer and Employee after commencing work on the shift.
- (ii) Nursing Employees will take their unpaid meal break between 12.00 midday to 2.00 pm, provided that agreement may be reached between the Employer and the Employee(s) for different arrangements to allow for special circumstances.

(c) Paid Meal Breaks – Shift-Workers

- (i) Shift-workers who work in excess of four (4) hours on any day will receive a paid meal break of 30 minutes.
- (ii) The duration of the meal break may be altered by agreement between the Employer and the Employee by a further 30 minutes unpaid time each day to a maximum of one hour in total.

(d) Taking of a Paid Meal Break – Shift-Worker

- (i) Non-Nursing Employees will take their paid meal break at a time mutually agreed between the Employer and Employee after commencing work on the shift.
- (ii) Nursing Employees on afternoon or night shift will take their paid meal break between the beginning of the fourth hour and the end of the sixth hour of the shift, provided that agreement may be reached between the Employer and the Employee(s) for different arrangements to allow for special circumstances.
- (iii) Nursing Employees on day shift will take their paid meal break between 12.00 midday to 2.00 pm, provided that agreement may be reached between the Employer and the Employee(s) for different arrangements to allow for special circumstances.
- (iv) While the Employer will make all reasonable attempts to prioritise the taking of meal breaks free from the work environment during the shift, it is understood that an Employee shall not be able to leave the premises during that meal break time.

(e) **Work During a Meal Break**

- (i) An Employee on a paid or unpaid meal break who is directed to work during their meal break will be paid at the rate of time and a half of the relevant wage rate for all work performed during the meal break and after until a meal break is allowed.
- (ii) Unless agreed otherwise between the Employer and Employee(s), Employee(s) who are entitled to receive a paid or unpaid meal break who are not relieved for that meal break, shall be paid at the rate of time and a half of the relevant hourly rate for the period of the meal break and until relieved.

(f) **Tea Breaks**

- (i) 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.
- (ii) Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10 minute interval in each four hour period.
- (iii) Tea breaks will count as time worked.

21. Ordinary Hours Of Work

(a) **Ordinary Hours of Work**

- (i) The ordinary hours of work will be an average of 38 hours per week worked over 76 hours per 14 consecutive days and:
 - (A) will be worked up to 8 hours on any days (exclusive of unpaid meal breaks),
or
 - (B) extended to a maximum of 10 ordinary hours (exclusive of unpaid meal breaks) by mutual agreement between the Employer and Employee.
- (ii) **Nursing Employees Only**
 - (A) In circumstances of critical service delivery risk, and by agreement with the Employee, an Employee's ordinary hours may be extended to a maximum of 12 ordinary hours on a rostered shift.
 - i. For the sake of this sub-clause (A), **critical service delivery risk** means circumstances reasonably beyond the Employer's control and may include, but is not limited to, staff shortfalls due to periods of recruitment, infectious disease, high number of intakes.
 - ii. Any Employee who agrees to work an extended shift under sub-clause (ii) (A) will receive:
 - a. An additional meal break that will be paid during as per clause 20 (**Breaks**), and
 - b. An additional tea break as per clause 20 (f) (**Tea Breaks**).
 - (B) The maximum period an Employee can agree to undertake extended shifts under sub-clause (ii) (A) must not exceed three (3) months (in totality) in any given financial year.
- (iii) The hours of work will be continuous, except for meal breaks.

(A) Except for the regular changeover of shifts, an Employee will not be required to work more than one shift in each 24 hours.

(b) Span of Hours

(i) Span of Hours – Day Workers – Excluding Home Care Employees

Ordinary hours for day-workers are worked between 6:00am and 6:00pm, Monday to Friday.

(ii) Span of Hours – Day Workers – Home Care Employees

Ordinary hours for day-workers are worked between 6:00am and 8:00pm, Monday to Sunday.

(iii) Span of Hours – Shift-workers

(A) A shift-worker is an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day-workers, as defined at sub-clause (a) and (b) (i) and (ii).

(c) Rostered Days Off

(i) Employees, other than a casual Employee, will be free from duty for not less than:

- (A) 2 full days in each week, or
- (B) 4 full days in each fortnight, or
- (C) 8 full days in each 28-day cycle.

(ii) Where practicable, days off per week under this sub-clause (i), will be consecutive.

(d) Rest Breaks Between Rostered Work

(i) 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.

(ii) In circumstances of critical service delivery risk and by mutual agreement between the Employer and Employee the 10 hour rest break at sub-clause (d)(i) may be reduced to eight (8) hours.

(A) For the sake of sub-clause (d) (ii), critical service delivery risk has the same meaning as provided at sub-clause (a) (ii) (A).

(iii) For the purposes of sub-clauses (c) and (d), shift or duty includes any period when an Employee is on-call.

(iv) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or eight (8) hours as agreed, the Employee will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual Employee) until released from duty for such a period.

(e) Roster

- (i) Rosters will be available via electronic means and include details per shift of rostered Employees and their classifications.
 - (A) Employees will work in accordance with a fortnightly roster fixed by the Employer.
 - (B) The roster will set out the Employee's daily ordinary working hours and starting and finishing times.
 - (C) The roster will be accessible to Employees at least 14 days before the commencement of the roster period.
- (ii) The Employer understands the importance of predictability of rostered shifts to an Employee's work/life balance and as a general rostering principle the Employer will, wherever reasonably practicable, allocate fixed roster lines to permanent Employees.
- (iii) Further, the allocation of fixed roster lines when they are available, will not be unreasonably withheld.

(f) Change in Roster

- (i) Unless the Employer otherwise agrees, an Employee desiring a roster change will give 7 days' notice, except where:
 - (A) The change is proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the Agreement of the Employer; or
 - (B) To enable the service delivery to be carried on where another Employee is absent from duty on account of ceremonial leave, personal/carer's leave, compassionate leave, family and domestic violence leave, or in an emergency;
 - (C) Where any such alteration requires an Employee working on a day which would otherwise have been the Employee's day off, an alternative day off will be taken at an agreed time.
 - (D) This sub-clause (f) (i) 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 2 rostered days off in a week or 4 rostered off in a fortnight or 8 rostered days off in a 28 day cycle, as the case may be.
- (ii) 7 days' notice of a change of roster will be given by the Employer to an individual Employee unless there is mutual agreement between the Employer and Employee for a shorter notice period in which case a payment of two (2) weeks' pay in lieu of notice in accordance with the Employee's previous roster is payable.
- (iii) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, text message, email or any electronic means of communication.

(g) Shift Cancellation

(i) Shift Cancellation – Nurse Employees Only

A nurse Employee who has their shift cancelled with less than 24 hours' notice who has incurred child care fees with an accredited child care provider as a result of the short notice of the loss of shift, on presentation of receipts to the Employer, will be entitled to full reimbursement for those costs.

(ii) Client Cancellation – Home Care Employees Only

- (A) This sub-clause (g) (ii) applies where a client cancels a scheduled home care service, within 7 days of the scheduled service, which a full-time or part-time Employee was rostered to provide.
- (B) For the purposes of sub-clause (g)(ii)(A) a client cancellation includes where a client reschedules a scheduled home care or disability service.
- (C) Where a service is cancelled by a client under sub-clause (g)(ii)(A), the Employer may either:
 - i. direct the Employee to perform other work during those hours in which they were rostered; or
 - ii. cancel the rostered shift or the affected part of the shift.
- (D) Where sub-clause (g)(ii)(C)(i) applies, the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (E) Where clause (g)(ii)(C)(ii) applies, the Employer must either:
 - i. pay the Employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - ii. subject to sub-clause (g)(ii)(E) , provide the Employee with make-up time in accordance with sub-clause (H).
- (F) The make-up time arrangement can only be used where the Employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service.
- (G) If less than 12 hours' notice is provided, sub-clause (E)(i) applies.
- (H) Where the Employer elects to provide make-up time:
 - i. despite sub-clause (f)(i), the Employer must provide the Employee with 7 days' notice of the make-up time (or a lesser period by agreement with the Employee)
 - ii. the make-up time must be worked within 6 weeks of the date of the cancelled service;
 - iii. the Employer must consult with the Employee in accordance with clause 46 (**Consultation**) about changes to rosters or hours of work regarding when the make-up time is to be worked;
 - iv. the make-up time can include work with other clients or in other areas of the Employer's business provided the Employee has the skill and competence to perform the work; and
 - v. an Employee who works make-up time will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (I) Sub-clause (g) (ii) is intended to operate in conjunction with sub-clause (f) and does not prevent an Employer from changing a roster under sub-clause (f) (i) or (ii) .

(h) **Broken Shifts – Excluding Home Care Employees**

- (i) With respect to broken shifts:
 - (A) A broken shift may be worked where there is mutual Agreement between the Employer and Employee to work the broken shift.
 - (B) **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) totaling not more than four hours and where the span of hours is not more than 12 hours.

- (C) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 22 (**Overtime**) and 23 (**Specific Provisions for Shift-workers**), with shift allowances being determined by the finishing time of the broken shift.
- (D) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (E) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (F) Each portion of the shift must meet the minimum engagement requirements in clause 11 (k) (**Minimum Payment for Part-time and Casual Employees**).

(i) **Broken Shifts – Home Care Employees**

(i) **Broken shift with 1 unpaid break**

- (A) An Employer may only roster an Employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).
- (B) An Employee rostered to work a broken shift with 1 unpaid break must be paid the allowance in clause 24 (**Broken Shift Allowance**).

(ii) **Agreement to work a broken shift with 2 unpaid breaks**

- (A) Despite sub-clause (i)(i), an Employer and an Employee may agree that the Employee will work a broken shift of three (3) periods of work with two (2) unpaid breaks (other than meal breaks).
- (B) An agreement under sub-clause (i)(ii)(A) must be made before each occasion that the Employee is to work a broken shift with two (2) unpaid breaks unless the working of the two (2) break broken shift is part of the agreed regular pattern of work in an agreement made under clause 11 (e) (**Part-time Employment**) or subsequently varied.
- (C) An Employee who works a broken shift with two (2) unpaid breaks must be paid the allowance in clause 24 (**Broken Shift Allowance**).

(iii) Where a break in work falls within a minimum payment period in accordance with clause 11 (j) (**Minimum Payment for Part-time and Casual Employees**) then it is to be counted as time worked and does not constitute a break in a shift for the purposes of sub-clause (i).

(iv) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 22 (**Overtime**), and 23 (**Specific Provisions for Shift-workers**).

(v) An Employee must be paid the shift allowances in accordance with clause 23 (**Specific Provisions for Shift-workers**) in relation to work performed on a broken shift, provided that:

- (A) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift (as defined by clause 5 (**Definitions**)).
- (B) The night shift allowance is not payable for work performed on a night shift that commences before 6.00 am.
- (C) Example: If an Employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.

(vi) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.

(vii) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

(j) Make-up Time

- (i) 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 shift worker 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 hours taken off. An Employee or the Employees may choose to request their union to represent their interests in negotiations referred to in sub-clause (A).
- (ii) The Employer must keep a record of make-up time arrangements in the wages records.

(k) Sleep Over Provision

- (i) The Employer will not introduce sleepovers for the life of this Agreement.

(l) Daylight Saving

- (i) At the changeover of time consequent upon daylight saving in each year:
 - (A) Employees shall be paid for actual time worked irrespective of the length of the shift; and
 - (B) Employees paid in accordance with (A) are not entitled to payment for the one hour lost, and those working the additional hour will be paid at the appropriate rate, including one hour's overtime where applicable.

(m) 38 Hour Week / 19 Day Month – Nurse Employees Only

- (i) The Employer will retain the thirty-eight hour week in the form of one paid day off in every consecutive period of four working weeks (the 'nineteen day month').
- (ii) The paid day off accrued under the nineteen day month is to be rostered to fall on a weekday i.e. Monday to Friday, and the Employer will endeavour to ensure that the accrued day off is rostered to fall either the day before or the day after rostered days off.
- (iii) In the calculation of overtime rates, afternoon and night shift allowances, and the additional rates for work performed on Saturdays, Sundays and public holidays the hourly rate shall be calculated at one thirty-eighth of the relevant weekly rate.
- (iv) Where on a working day an Employee is absent without pay twenty-four minutes for each such day of absence shall be deducted from payment of the Employee's accrued day off.
- (v) Days of paid absence on public holidays and bereavement leave count toward payment of the accrued day off.

- (vi) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

22. Overtime

- (a) Overtime is when an Employee is directed by the Employer to work outside of the ordinary hours as defined by this Agreement.
- (b) **Requirement to Work Reasonable Overtime**
 - (i) The Employer may require an Employee to work reasonable overtime at the applicable overtime rates specified in this Agreement.
 - (ii) An Employee may refuse to work overtime if it would result in the Employee working hours which are unreasonable, having regard to:
 - (A) any risk to Employee health and safety;
 - (B) the Employee's personal circumstances, including family responsibilities;
 - (C) the needs of the Employer;
 - (D) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
 - (E) any other relevant matter.
- (c) Employees shall only work overtime with the prior approval of the Employer.
- (d) **When Overtime is Paid**
 - (i) For overtime provisions relevant to shift-worker Employees, refer to clause 23 (**Specific Provisions for Shift-workers**).
 - (ii) Overtime is paid where an Employee:
 - (A) works in excess of 8 hours per shift; or 10 hours by mutual agreement and/or
 - (B) works in excess of 76 hours per fortnight; or
 - (C) works outside of the spread of ordinary hours, if the employee is a day worker; or
 - (D) works in excess of their rostered hours on any one day, if the Employee is a part-time Employee (unless an agreement has been entered into under clause 11 (e) (v) (**Part-time Employment**))
 - (iii) Each day's overtime will stand alone.
- (e) **Overtime Payment – Nurses (Day Workers)- excluding Casual Employees**
 - (i) For all time worked by Nurse day workers (excluding casual Employees) in accordance with sub-clause (d) above the following overtime rates will be paid:

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

- (ii) PROVIDED THAT an Employee who is regularly required to work on public holidays may by agreement with the Employer, in addition to any paid time off in lieu granted by the Employer in accordance with sub-clause (I), be paid at the rate of time and one half of the relevant rate for the first eight hours worked during the Employee's spread of hours, and thereafter at the overtime rates specified above.
- (iii) PROVIDED FURTHER, that payment for overtime must not in the aggregate exceed the equivalent of double time and a half of an Employee's relevant rate.

(f) Overtime Payment – Nurses (Day Workers)- Casual Employees

For all time worked by casual Nurse day workers in accordance with sub-clause (d) above the following overtime rates will be paid on the casual hourly rate:

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

(g) Overtime Payment – Home Care Employees (Day Workers)

- (i) For all time worked by Home Care Employees in accordance with sub-clause (a) above the following overtime rates will be paid:

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

(h) Overtime Payment – Non-Nurse Employees (Day Workers – Fulltime and Part-time) (excluding all Home Care Employees)

- (i) For all time worked by fulltime or part-time non-nurse Employees in accordance with sub-clause (a) above the following overtime rates will be paid:

Monday to Friday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)

Saturday and Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

(i) **Overtime Payment – Non-Nurse Employees (Day Workers – Casual) (excluding all Home Care Employees)**

- (i) For all time worked by casual non-nurse Employees in accordance with sub-clause (a) above the following overtime rates will be paid:

Monday to Friday	First two (2) hours	187.5%
	After two (2) hours	Double time and one half (250%)
Saturday and Sunday	All time	Double time and one half (250%)
Public Holidays	All time	312.5%

- (ii) The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11 (f) (iii) (C) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for fulltime and part-time Employees prescribed at sub-clause (h).

(j) **Overtime Rates in Substitution**

- (i) Overtime rates under this clause 22 will be in substitution for, and not cumulative upon, the shift premiums in clause 23 (**Specific Provisions for Shift-workers**).

(k) **Excluded from Entitlement to Overtime Payment**

- (i) Registered Nurse Level 5 at Schedule A and Schedule C, is not entitled to payment for overtime.
- (ii) Provided that, Registered Nurse Level 5, who works overtime on rostered nursing duties in addition to their ordinary duties as a Registered Nurse Level 5, shall be entitled to receive payment for overtime calculated by reference to the relevant rate for the duties being performed for all time so worked.

(l) **Time off Instead of Payment for Overtime**

- (i) An Employee and Employer may agree to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (ii) The period of time off that an Employee is entitled to take is equivalent to the overtime payment that would have been made.

(A) EXAMPLE: By making an agreement under sub-clause (l) an Employee who worked two (2) overtime hours at 150% of the minimum hourly rate

applicable to their classification and pay point is entitled to three (3) hours' time off.

- (iii) Time off must be taken:
 - (A) within the period of six (6) months after the overtime is worked; and
 - (B) at a time or times within that period of six (6) months agreed by the Employee and Employer.
- (iv) If the Employee requests **at any time**, to be paid for overtime covered by an agreement under sub-clause (l) but not subsequently taken as time off, the Employer 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.
- (v) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in sub-clause (iii) (A), the Employer 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.
- (vi) An Employer 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.
- (vii) 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 the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then sub-clause (l) will apply for overtime that has been worked.
- (viii) NOTE: If an Employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).
- (ix) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which sub-clause (l) applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.
- (x) 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 sub-clause (l).

(m) Rest Period after Overtime

- (i) An Employee, other than a casual, who works so much overtime between the end of their ordinary work on one 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 overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (ii) If, on the instructions of the Employer, such Employee resumes or continues work without having 10 consecutive hours off duty, they will be paid at the rate of double time (200%) until they are released from duty for such rest period and they will 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.

- (iii) By agreement between the Employee and Employer the rest period after Overtime can be reduced to no less than eight (8) hours if there is a critical service delivery risk. If such an agreement is reached the sub-clause (m) (ii) does not apply.

(n) Recall to Work Overtime (Call Back) – Non-Nursing Employees

- (i) Except where otherwise specifically provided an Employee recalled to work after leaving their workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with clause 22 (**Overtime**) or clause 23 (**Specific Provisions for Shift-workers**).
- (ii) An Employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, as follows:
 - (A) for the first recall a minimum payment of four (4) hours; and
 - (B) for any subsequent recall a minimum payment of four (4) hours.
- (iii) Time reasonably spent in getting to and from work will be regarded as time worked.
- (iv) If the work required is completed in less than two hours the Employee will be released from duty.

(o) Recall to Work Overtime (Call Back) – Nursing Employees

- (i) An Employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, as follows:
 - (A) for the first recall a minimum payment of four (4) hours; and
 - (B) for any subsequent recall a minimum payment of three (3) hours.
- (ii) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (iii) Employees recalled to work within two (2) hours of their normal starting time shall be paid at overtime rates with a minimum payment of two (2) hours at double time.
- (iv) If the work required is completed in less than two hours the Employee will be released from duty.

(p) Close Call – Nursing Employees

- (i) For the purposes of this Clause, close call means an Employee being required to be on call for duty and not allowed to leave the workplace.
- (ii) An Employee may be required by the Employer to remain on close call.
- (iii) An Employee required to remain on close call shall:
 - (A) if not required to commence work be paid a minimum payment equivalent to six hours at the Employee's relevant rate; or
 - (B) if required to commence work be paid at the relevant overtime rate,

- (iv) PROVIDED THAT such payment shall not be less than the minimum payment specified in sub-clause (A) above.

(q) Rest Break During Overtime (Call Back)

- (i) An Employee recalled to work overtime and who is required to work for more than four (4) 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.
- (ii) The meals referred to in sub-clause (q) (i) will be allowed to the Employee free of charge. Where the Employer is unable to provide such meals, a meal allowance, as prescribed in clause 31 (**Meal Allowance - Overtime**), will be paid to the Employee.

23. Specific Provisions for Shift-workers

(a) Shift Penalty Rates

- (i) The following penalty rates apply to shift-worker's ordinary hours:

Employee Cohort	Shift Type	Penalty Rates
All	Day Shift	Nil
All	Afternoon Shift	15%
Nursing Employees	Night Shift	25%
Non-Nursing Employees	Night Shift	20%
Nursing Employees	Continuous Night Shift	30%

(b) Continuous Night Shift – Nursing Employee Only

- (i) A nurse Employee who:
- (A) during the a period of engagement on shift, works night shift only; or
 - (B) works on night shift for a period in excess of four (4) consecutive weeks; or
 - (C) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of working time off night shift in each shift cycle.
- (ii) A nurse Employee who **has** mutually agreed with the Employer to work permanently on night shift, and where but for such arrangement a rotating or alternating roster would need to be worked will not be considered to be working continuous night shift for the sake of sub-clause (a) (i) and will instead be paid the night shift penalty prescribed in sub-clause (a) (i) for each permanent night shift worked.

(c) Saturday, Sunday and Public Holiday Penalty Rates

- (i) **Saturday**

- (A) Shift-workers (excluding casual Employees) working ordinary hours, the major portion of which falls on a Saturday, will be paid at the rate of time and a half (150%) of the Employee's ordinary hourly rate for all hours worked on that day.
- (B) Shift-workers who are casual Employees, working ordinary hours, the major portion of which falls on a Saturday, will be paid at the rate of 175% of the Employee's ordinary hourly rate for all hours worked on that day.
- (C) The Saturday rate is in substitution for, and not cumulative upon penalties prescribed in sub-clause (a).
- (D) Time worked by an Employee on a shift commencing before midnight on a day preceding a Saturday and extending into such a Saturday will have the time worked before midnight regarded as time worked on such a Saturday.
- (E) Provided that this sub-clause shall not prejudice any right of an Employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

(ii) **Sunday**

- (A) Shift-workers (excluding casual Employees) working ordinary hours, the major portion of which falls on a Sunday, will be paid at the rate of double time (200%) of the Employee's ordinary hourly rate for all hours worked on that day.
- (B) Shift-workers who are casual Employees, working ordinary hours, the major portion of which falls on a Sunday, will be paid at the rate of 225% of the Employee's ordinary hourly rate for all hours worked on that day.
- (C) The Sunday rate is in substitution for, and not cumulative upon penalties prescribed in sub-clause (a).
- (D) Time worked by an Employee on a shift commencing before midnight on a day preceding a Sunday and extending into such a Sunday will have the time worked before midnight regarded as time worked on such a Sunday.
- (E) Provided that this sub-clause shall not prejudice any right of an Employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

(iii) **Public Holidays**

- (A) Shift-workers (excluding casual Employees) working ordinary hours, the major portion of which falls on a Public Holiday, will be paid at the rate of double time and a half (250%) of the Employee's ordinary hourly rate for all hours worked on that day.
- (B) Shift-workers who are casual Employees, working ordinary hours, the major portion of which falls on a Public Holiday, will be paid at the rate of 275% of the Employee's ordinary hourly rate for all hours worked on that day.
- (C) The Public Holiday rate is in substitution for, and not cumulative upon penalties prescribed in sub-clause (a).
- (D) Time worked by an Employee on a shift commencing before midnight on a day preceding a Public Holiday and extending into such a Public Holiday will have the time worked before midnight regarded as time worked on such a Public Holiday.
- (E) Where an Employee's shift commences prior to a Public Holiday and extends uninterrupted into the Public Holiday the Employee will be entitled to payment for those hours worked immediately prior to the commencement of the Public Holiday in accordance with this sub-clause.
- (F) Where a shift-worker works on a Public Holiday and is granted a substitute day the penalty prescribed in this clause do not apply.
- (G) Provided that this sub-clause shall not prejudice any right of an Employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

(d) **Broken Shifts**

- (i) A shift-worker Employee will work their rostered hours continuously and the hours will not be broken.
- (ii) Provided that in a critical service delivery risk situation the continuous hours of an Employee may be broken by agreement between the Employee and Employer.
 - (A) All work performed in excess of the a spread of nine (9) hours will be paid at the rate of double time.
- (iii) Payment for a broken shift will be at the Employee’s ordinary hourly rate with shift penalty rates and allowances in accordance with sub-clause (a) and clause 24 (**Broken Shift Allowance**) with the shift penalty rates being determined by the finishing time of the broken shift.

(e) **Overtime**

- (i) Overtime is payable for work performed by shift-worker Employees outside the ordinary hours of their shift.
- (ii) PROVIDED that overtime payment shall not apply in circumstances where arrangements approved by the Employer have been made between the Employees themselves, or due to rotation of shifts.
- (iii) Each day’s overtime will stand alone
- (iv) **Overtime Payment – Nurses - excluding Casual Employees**

(A) For all time worked by Nurse Employees (excluding casual Employees) in accordance with sub-clause (e) above the following overtime rates will be paid:

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

(B) PROVIDED that if a part-time Employee, by choice of agreement with the Employer, works outside rostered shifts such work shall not attract the rates prescribed at sub-clause (iii) (A).

(C) PROVIDED FURTHER that all time worked in excess of eight (8) hours on any day that is not a Public Holiday will be paid at double time (200%).

(v) **Overtime Payment – Nurses - Casual Employees**

(A) For all time worked by casual Nurse Employees in accordance with sub-clause (e) above the following overtime rates will be paid on the casual hourly rate:

All days	All time	Double time (200%)
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(vi) Overtime Payment – Home Care Employees (Fulltime and Part-time) (excluding Casual Employees)

(A) For all time worked by fulltime or part-time Home Care Employees in accordance with sub-clause (e) above the following overtime rates will be paid:

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

(vii) Overtime Payment – Home Care Employees - Casual Employees

(A) For all time worked by casual Home Care Employees in accordance with sub-clause (e) above the following overtime rates will be paid:

Monday to Saturday	First two (2) hours	Time and one half (187.5%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

(B) The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11 (f) (iii) (C) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for fulltime and part-time Employees prescribed at sub-clause (h).

(viii) Overtime Payment – Non-Nurse Employees (Fulltime and Part-time) (excluding all Home Care Employees)

(A) For all time worked by fulltime or part-time non-nurse Employees (excluding Home Care Employees) in accordance with sub-clause (e) above the following overtime rates will be paid:

Monday to Friday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (250%)
Saturday and Sunday	All time	Double time (250%)

Public Holidays	All time	Double time and one half (312.50%)
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(ix) **Overtime Payment – Non-Nurse Employees (Casual) (excluding all Home Care Employees)**

(A) For all time worked by casual non-nurse Employees (excluding Home Care Employees) in accordance with sub-clause (e) above the following overtime rates will be paid:

Monday to Friday	First two (2) hours	187.5%
	After two (2) hours	Double time and one half (250%)
Saturday and Sunday	All time	Double time and one half (250%)
Public Holidays	All time	312.5%

(x) The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11 (f) (iii) (C) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for fulltime and part-time Employees prescribed at sub-clause (h).

(f) **Overtime Rates in Substitution**

(i) Overtime rates under this sub-clause (e) will be in substitution for, and not cumulative upon, the shift premiums in clause (a) and (c).

(g) **Excluded from Entitlement to Overtime Payment**

- (i) Registered Nurse Level 5 at Schedule A and Schedule C, is not entitled to payment for overtime.
- (ii) Provided that, Registered Nurse Level 5, who works overtime on rostered nursing duties in addition to their ordinary duties as a Registered Nurse Level 5, shall be entitled to receive payment for overtime calculated by reference to the relevant rate for the duties being performed for all time so worked.

(h) **Relief from Duty Provisions – Nursing Employees Only**

- (i) Employees required to provide relief on accrued days off are to be regarded as shift-workers for all purposes of this Agreement with the exception of any entitlement to additional annual leave.
- (ii) In circumstances where the Employer is given less than four (4) hours' notice that an Employee rostered to relieve an Employee working on afternoon or night shift will not attend to do so at the designated time, the unrelieved Employee is to be paid at the rate of time and one half (150%) for the additional time worked until four (4) hours has elapsed from the time notice was given to the Employer.

- (iii) PROVIDED that for all time worked in excess of that four (4) hours period the unrelieved Employee is to be paid at the rate of double time.
- (iv) PROVIDED FURTHER that in all other circumstances an unrelieved Employee is to be paid at the rate of double time (200%) until relieved.

(i) **Rest Period after Overtime**

- (i) An Employee, other than a casual, who works so much overtime between the end of their ordinary work on one 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 overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (ii) If, on the instructions of the Employer, such Employee resumes or continues work without having 10 consecutive hours off duty, they will be paid at the rate of double time (200%) until they are released from duty for such rest period and they will 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.
- (iii) By agreement between the Employee and Employer the rest period after Overtime can be reduced to no less than eight (8) hours if there is a critical service delivery risk. If such an agreement is reached the sub-clause (i) (ii) does not apply.

PART 5 ALLOWANCES

24. Broken Shift Allowance

- (a) An employee required to work a broken shift with 1 unpaid break will be paid an allowance of 60% of MSHC Grade 6-1 (**standard rate**), per broken shift.
 - (A) Year 1 (1st July 2023 – 30th June 2024) - \$20.90 per broken shift
 - (B) Year 2 (1st July 2024 – 30th June 2025) – \$21.53 per broken shift (as a minimum)
- (b) An employee who agrees to work a broken shift with 2 unpaid breaks will be paid an allowance of 75% of MSHC Grade 6-1 (**standard rate**), per broken shift.
 - (A) Year 1 (1st July 2023 – 30th June 2024) - \$26.12 per broken shift
 - (B) Year 2 (1st July 2024 – 30th June 2025) – \$26.91 per broken shift (as a minimum)

25. Foul and Nauseous Linen

(a) Non-Nursing Employees

- (i) Any non-nursing Employee who:
 - (A) is engaged in handling linen of a nauseous nature other than linen sealed in airtight containers, and/or
 - (B) for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification
- (ii) will be paid an allowance of 1.95% of MSHC Grade 6-1 (**standard rate**) per hour or part thereof.
 - (A) Year 1 (1st July 2023 – 30th June 2024) - \$0.68 per hour
 - (B) Year 2 (1st July 2024 – 30th June 2025) – \$0.70 per hour (as a minimum)
- (iii) Where an employee is entitled to be paid this allowance in a pay period the minimum sum payable will be no less than that which would have been payable for six (6) hours per week.

(b) Nursing Employees

- (i) Any nursing employee working on a night shift who:
 - (A) is engaged in handling linen of a nauseous nature other than linen sealed in airtight containers, and/or
 - (B) for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification
- (ii) will be paid an allowance of 1.95% of MSHC Grade 6 (**standard rate**) per hour or part thereof.
 - (A) Year 1 (1st July 2023 – 30th June 2024) - \$0.68 per hour
 - (B) Year 2 (1st July 2024 – 30th June 2025) – \$0.70 per hour (as a minimum)

- (iii) Where an employee is entitled to be paid this allowance in a pay period the minimum sum payable will be no less than that which would have been payable for six (6) hours per week.

26. In Charge Allowance

(a) Nursing Employees Only

- (i) A Registered Nurse Level 1 or Level 2 Employee who, for more than half a shift, is required to assume charge of a care unit where a Level 3 nurse is normally employed, shall be paid \$25.00 for each shift worked.
- (ii) Provided that there is no entitlement to this payment if a Registered Nurse Level 3 or above is rostered for duty at the same time and in the same unit.

27. Induction / Orientation Allowance

- (a) Employees directed or allocated to providing training on identified induction / orientation shifts for new or existing Employees (moving to new areas or roles), will be paid an allowance of 8.4% of MSHC Grade 6-1 (**standard rate**) per hour or part thereof.
 - (i) Year 1 (1st July 2023 – 30th June 2024) - \$2.93 per hour
 - (ii) Year 2 (1st July 2024 – 30th June 2025) – \$3.02 per hour (as a minimum)

28. Licence Allowance

- (a) An employee directed by the employer to drive vehicles requiring a licence other than a standard driver's license issued by the Department of Roads and Transport, Motor Registry Licence Section, shall, upon presentation of their current licence to the employer, be reimbursed the cost of the driver's licence fee.

29. Meal Allowance – Work Related Travel

- (a) The following allowances will be paid to individual staff on work related travel where the employee is required to travel away from their usual place of employment on direction from the employer, regardless of any accommodation arrangements.
Reference TD 2022/10: <https://www.ato.gov.au/law/view/pdf/pbr/td2022-010.pdf>

Meal	Tasmania/Interstate
Breakfast	29.90
Lunch (or midday meal)	33.65
Dinner (or evening meal)	57.30
Total	120.85

- (b) Where any meal is provided as part of accommodation / conference / training bookings or registrations, the meal allowance is not payable.
- (c) Meal allowances will be adjusted in accordance with the relevant ATO Tax Directions as issued and clause 46 (**Increases to Allowances**) does not apply.

30. Meal Charges

- (a) Where meals are provided by the employer:
 - (i) the maximum amount that an employer can charge an employee will be \$10.00 per meal where the meal includes at least one hot course.
 - (ii) where the meal does not include a hot course, then the maximum amount that the employer can charge the employee will be \$6.00 per meal.
- (b) No extra charge is to be made for beverages, bread, butter and condiments

31. Meal Allowance – Overtime

- (a) An employee will be supplied an adequate meal where the employer has adequate cooking and dining facilities or be paid a meal allowance of \$15.20 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 shift workers, when the overtime worked on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$13.70 will be paid.
- (b) Sub-clause (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 worked.

32. Payment of Any Mandated Vaccinations

- (a) The Employer will pay the costs of any vaccinations mandated to be an inherent requirement of the role.

33. Police Checks

- (a) All police check renewals will be paid by the Employer.
- (b) Where the Employer requires the Employee, whether as a result of a legislative requirement or not, to have a police check, the Employer will cover the cost incurred by an Employee.

34. Post Graduate Qualification Allowance

- (a) **Nursing Employees Only**
 - (i) A Registered Nurse Employee who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows:

- (A) for a Hospital/Graduate certificate (or equivalent) - 4.0% of the relevant hourly rate of pay;
 - (B) for a post graduate diploma or a degree other than a nursing under graduate degree- 6.5% of the relevant hourly rate of pay;
 - (C) a masters or a doctorate - 7.5% of the relevant hourly rate of pay;
 - (D) an Employee is entitled to payment of only one qualification allowance.
- (ii) Payment of an allowance under this sub-clause (a) is dependent upon the qualification being relevant to the Employee's current area of practice.
 - (iii) A post graduate qualification allowance paid in accordance with this sub-clause shall be taken into account in calculating overtime and annual leave payments.

35. Preceptor Allowance

(a) Nursing Employees Only

- (i) A level 1 or level 2 Registered or Enrolled Nurse Employee who acts as a preceptor will receive a payment of \$2.50 per hour whilst acting in this role subject to the following:
 - (A) The preceptor program and the employee's engagement in the program, must be approved by the employer; and
 - (B) Where the Employer requires an Employee to act as a preceptor the Employer will pay any required course fees and provide time off on full pay to attend the preceptorship course.

36. Protective Clothing

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

37. Remote Call

(a) Nursing Employees

- (i) For the purpose of this clause, remote call means an Employee rostered to be available for call who is allowed to leave the workplace.
- (ii) An Employee rostered to remain on remote call is to be paid the following additional amounts:
 - (A) Monday to Friday inclusive - \$24.09 per 24 hours or part thereof

- (B) Saturday - \$36.29 per 24 hours or part thereof
- (C) Sunday, Public Holidays or non-rostered day - \$42.34 per 24 hours or part thereof

(b) **Non-Nursing Employees**

- (i) All non-nursing Employees who are required to remain on remote call will be paid as follows:
 - (A) Monday to Friday inclusive - 70% of MSHC Grade 6-1 (**standard rate**) per 24 hour period or part thereof,
 - i. Year 1 (1st July 2023 – 30th June 2024) - \$24.37 per 24 hour period or part thereof
 - ii. Year 2 (1st July 2024 – 30th June 2025) – \$25.11 per 24 hour period or part thereof (as a minimum)
 - (B) Saturday, Sunday or Public Holiday inclusive – 135% of MSHC Grade 6-1 (**standard rate**) 24 hour period or part thereof or part thereof.
 - i. Year 1 (1st July 2023 – 30th June 2024) - \$47.01 per 24 hour period or part thereof
 - ii. Year 2 (1st July 2024 – 30th June 2025) – \$48.43 per 24 hour period or part thereof (as a minimum)

(c) **All Employees**

- (i) If an Employee rostered to be on remote call is recalled to work, payment is to be as specified in clause 22 (**Overtime**) or clause 23 (**Specific Provisions for Shift-workers**), in addition to the allowance specified in this clause 37.

38. Rural and Remote Nursing Allowance

- (a) Nursing Employees undertaking work in the Employer's operations at Swansea or Scottsdale will receive an additional allowance of 2% calculated on the Employee's hourly rate of pay.
- (b) Nursing Employees working in the Employer's operations at Scottsdale will receive this allowance from the first full pay after the Agreement is approved by the Fair Work Commission.

39. Sub-Acute and Urgent Care Professional Recognition Allowance

(a) **Nursing Employees – Swansea Operations Only**

- (i) Nursing Employees undertaking work in the Employer's operations at Swansea who are suitably qualified and undertake work in the Employer's sub-acute and urgent care operations will receive an additional allowance of 4% calculated on the Employee's hourly rate of pay.

- (ii) Nursing Employees will receive this allowance from the first full pay after the Agreement is approved by the Fair Work Commission.
- (iii) Provided for clarity only, the Rural and Remote Nursing Allowance and the Sub-Acute and Urgent Care Professional Recognition Allowance replace, in totality, the Rural and Remote Allowance in the May Shaw Health Centre Inc. (Nurses Agreement) 2014 (commonly referred to as the Swansea Nursing Agreement) at clause 19.7.

40. Travel, Travel Related Allowances and Excess Fares

(a) All Employees

(i) Travel

(A) Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses.

(ii) Travel Allowance

(A) Where an Employee is involved in travelling on duty which requires an overnight stay in a location that is not their usual place of residence, they will be paid accommodation, food and drink and an incidental allowance in accordance with the ATO Tax Determination relevant at the time of the travel. Reference [TD 2022/10](#)

(B) The allowances specified in this clause are only payable where the travel and accommodation arrangements have been approved by the Employer prior to the travel occurring.

(C) The accommodation and food and drink allowance specified in sub-clause (A) is only payable where the Employer has not organised accommodation and meals for the Employee. For clarity, it may be that the Employer has organised accommodation for the Employee that includes both breakfast and dinner. In such cases no accommodation allowance is payable and only the food and drink allowance relevant to lunch is payable. The incidental allowance remains payable on each occasion.

(D) Where an Employee incurs expenses in excess of the allowance provisions made in this sub-clause (ii), the Employer will reimburse the Employee on production of receipted account(s) or other evidence acceptable to the employer.

(E) The Employee will not be entitled to reimbursement of expenses referred to in sub-clause (D) which have not been approved by the Employer prior to the expense being incurred.

(iii) Excess Fares

(A) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.

(B) An Employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home.

- i. Sub-clause (B) does not apply to Employees who have driven their own vehicle to work.

(iv) Vehicle Allowance

- (A) Employees who are directed by the employer to use their own motor vehicles in connection with the business of the Employer, are to be reimbursed on a per kilometer travelled basis in accordance with the following table:

1	Employees travelling for the purpose of Residential Services activities	\$0.96 per kilometre
2	Employees travelling for the purpose of Home Care Services activities	\$0.96 per kilometre
3	Employees travelling between MSHC Work Bases	ATO Cents per Kilometre method applicable at the time of travel

- (B) The Vehicle Allowance for items 1 and 2 in sub-clause (A) above will not fall below the rate set out in the Social, Community, Home Care and Disability Services Industry Award 2010 at clause 20.7 (a) of as superseded from time to time.

41. Uniforms

(a) All Employees

- (i) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all Employees who are required by the Employer to wear uniforms. Employees will have a choice of uniform items and these will be replaced on a fair wear and tear basis.
- (ii) Uniforms remain the property of the Employer and will be returned when an Employee's employment ends.

(b) Nursing Employees

- (i) The Employer shall provide to nurse Employees who work greater than .5 FTE, two (2) tops and two (2) skirts/trousers, as a minimum, each year.
- (ii) The Employer shall provide to nurse Employees who work less than .5 FTE, one (1) top and one (1) skirt/trouser, as a minimum, each year.

42. Vehicle and Time Travelled Allowances

(a) Home Care Employees

(i) Home Care Employees Only – Vehicle and Time Travelled Allowance

- (A) Travel during a rostered shift between clients for the purpose of providing home care services for a client, will be deemed to be travel in the course of the Employee's work and will be considered as time worked and paid at the appropriate rate of pay applicable for the time worked (Time Travelled Allowance).
- (B) Travel during a rostered shift between clients for the purpose of providing home care services for a client will attract the vehicle allowance prescribed in clause 40 (a) (iv) (**Vehicle Allowance**).
- (C) The Employee's first client of the day and last client of the day are deemed the '**Work Base**' for the purpose of this clause.

- (D) Travel to the work base at the beginning of an Employee's rostered shift and from the work base at the end of an Employee's rostered shift are not considered travel associated with providing home care services to clients. Therefore this time spent travelling is not considered time worked and does not attract the Time Travelled Allowance.
- (E) Travel to the work base at the beginning of an Employee's rostered shift and from the work base at the end of an Employee's rostered shift does not attract the Vehicle Allowance except in the following circumstance:
- i. The Employee's usual place of residence is in the suburb / town of the Employer's base of operations.
 - ii. If the distance between the Employee's usual place of residence and the work base is greater than 30kms then the total distance travelled, less 30kms, will attract the vehicle allowance as prescribed in clause 40 (a) (iv) (**Vehicle Allowance**).
 - iii. Example: Employee's usual place of residence is located in Scottsdale.

The distance from the Employee's usual place of residence to the Work Base is 55km.

The Employee's usual place of residence is located within the base of operations AND 55kms is greater than 30kms, therefore a vehicle allowance is payable.

Vehicle allowance payable = 55kms – 30kms = 25kms @ \$0.96 = \$24.00
- (F) Where the Employee's usual place of residence is not in a suburb / town of the Employer's base of operations the application of this allowance will be at CEO discretion.

43. Vehicle Interior Cleaning

(a) Home Care Employees

- (i) The Employer recognises that home care Employees should not be disadvantaged by having their personal vehicle soiled or made foul as the result of involuntary actions of a client of the Employer, whilst transporting that client as part of a care plan activity.
- (ii) Where as a result of a client's involuntary actions, primarily unintentional bodily functions, an Employee's vehicle is soiled or made foul the Employee is to file an incident report outlining the details.
- (iii) The Employee will provide to the Employer all receipts showing the associated costs of cleaning the incident soiling.
- (iv) The Employer will then reimburse to the Employee the receipted costs of cleaning the vehicle to a maximum value of \$296.
- (v) The reimbursement is to occur in the pay period immediately following provision of receipt(s).
- (vi) To avoid any doubt this clause is not intended to cover panel damages, windscreen chips/cracks or any other damage beyond interior vehicle cleaning.

44. Within the Life Of This Agreement

(a) Applicable Employees Based on Funding Group

(i) Communicable Disease Allowance

- (A) For the purposes of this clause, communicable disease refers to Covid-19, Influenza, Gastroenteritis or any disease classified by the National Health and Medical Research Council and/or the Department of Health as communicable.
- (B) If, during the life of this Agreement the relevant funding body provides funding to the Employer in recognition of Employees who are:
 - i. required to perform work in an area of the Employee's workplace where there is a communicable disease outbreak; or
 - ii. work with an individual client who has tested positive for a communicable disease.
- (C) the Employer will implement the payment of a communicable disease allowance to the nominated Employee cohort in accordance with the terms of any such payment.
- (D) Payment will commence in the first full pay period after any such funding is provided or on the date nominated as the commencement date by the funding body, whichever is the earliest.

45. Allowances Not To Be Taken Into Account

(a) All Employees

- (i) With the exception of:
 - (A) higher duties allowance at clause 13,
 - (B) in charge allowance at clause 26, or
 - (C) post graduate qualification allowance at clause 34,
- (ii) allowances specified in this Agreement shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.

46. Increases To Allowances

- (a) Save for the Rural and Remote Nursing Allowance, the Sub-Acute and Urgent Care Professional Recognition Allowance, any allowances expressed as a percentage of the **standard rate**, allowances will increase in at the same time as wage increases are applied.
- (b) Increases will be:
 - (i) 2% effective from the first full pay period after the Agreement receives a majority yes vote from eligible employees.
 - (ii) 2% effective from the first full pay period on or after the 1st July 2024

PART 6 CONSULTATION AND DISPUTE RESOLUTION

47. Consultation

- (a) This term applies if the Employer:
- (i) has made a provisional decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) **Major Change**
- (i) Major change is likely to have a significant effect on Employees if it results in:
 - (A) The termination of Employees, or
 - (B) major changes in the composition, operation or size of the Employer's workforce or in the skills required of Employees; or
 - (C) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (D) the alteration of hours of work; or
 - (E) the need to retrain Employees; or
 - (F) the need to transfer Employees to other work or locations; or
 - (G) the acquisition or opening of new facilities or business services; or
 - (H) the restructuring of jobs;
 - (ii) provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
 - (iii) For a major change referred to in sub-clause (a) (i):
 - (A) the Employer must notify the relevant Employees of the provisional decision to introduce the major change; and
 - (B) sub-clauses (iii) to (xii) apply.
 - (iv) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
 - (v) If:
 - (A) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (B) the Employee or Employees advise the Employer of the identity of the representative;
 - (C) the Employer must recognise the representative.
 - (vi) As soon as practicable after making its provisional decision, the Employer must:
 - (A) discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and

iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

(B) for the purposes of the discussion provide, in writing, to the relevant Employees and their representative/s:

- i. all relevant information about the change including the nature of the change proposed; and
- ii. information about the expected effects of the change on the Employees; and
- iii. any other matters likely to affect the Employees.

(vii) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(viii) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and/or their appointed representative/s.

(ix) The Employer must act in good faith in relation to the consultation process provided in this clause.

(x) In this clause 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious conduct or unfair conduct that undermines consultation.

(xi) While the process described in this clause is underway, the parties will respect the status quo.

(xii) If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub-clauses (iii) to (xii) are taken not to apply.

(xiii) **Employees Absent On Parental Leave Or Other Extended Approved Absences**

(A) Where an Employee is on an approved extended absence from the workplace and a provisional decision has been made to introduce major change at the workplace that is likely to have a significant effect on Employees, the Employer shall take reasonable steps to:

- i. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing the period of approved extended absence; and
- ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing the period of approved extended absence.

(c) **Change To Regular Roster Or Ordinary Hours Of Work**

(i) For a change referred to in sub-clause (a) (ii):

- (A) the Employer must notify the relevant Employees of the proposed change;
and
 - (B) sub-clauses (ii) to (vii) apply.
- (ii) The relevant Employees may appoint a representative/s for the purposes of the procedures in this term.
- (iii) If:
 - (A) a relevant Employee/s appoints, a representative/s for the purposes of consultation; and
 - (B) the Employee or Employees advise the Employer of the identity of the representative/s;
 - (C) the Employer must recognise the representative.
- (iv) The Employer will discuss with the Employees affected, and their nominated representative if appointed, the introduction of the proposed changes and for the purposes of the discussion; provide the relevant Employees with:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (C) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (D) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (v) The discussions will commence as early as practicable after the provisional decision has been made by the Employer to make the changes referred to in this clause.
- (vi) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (vii) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (viii) In this term: relevant Employees means the Employees who may be affected by a change referred to in sub-clause (a).

48. Dispute Resolution Procedure

(a) General

- (i) If a dispute arises about this Agreement, the National Employment Standards (NES) (including subsections 65(5) (Request for Flexible Working Arrangements) or 76(4) (Extending Period of Unpaid Parental Leave – extending for up to 12 months beyond available parental leave period) of the Act), any other industrial matter or workplace right as defined under the Act (including a dispute about whether workplace rights have been breached), or an Employee grievance, this clause sets out the dispute resolution procedure.

(b) Dispute Resolution Process

- (i) Parties to a dispute will attempt to resolve the dispute at the workplace within seven (7) days or such longer period as may be mutually agreed.
 - (A) In the first instance, the parties to the dispute will attempt to resolve the dispute by discussions between the Employee or Employees concerned and the relevant supervisor.
 - (B) If the dispute is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled, and a meeting arranged to attempt to resolve the dispute.
- (ii) If a dispute is unable to be resolved at the workplace after all agreed steps for resolving it have been taken as per sub-clause b (i) then the dispute may be referred to the Fair Work Commission (FWC) for resolution using any of its powers.
- (iii) Alternatively, if the Employer fails to enact its dispute resolution obligations as per clause b (i) within seven (7) days of being notified of the dispute, parties to the dispute may be referred to the FWC as per clause b (ii).
- (iv) The FWC may deal with the dispute in 2 stages:
 - (A) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (B) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute, where it may use the powers that are available to it under the Act; and
 - ii. make a determination that is binding on the parties.
- (v) While the dispute resolution procedure is being conducted work shall continue normally according to the custom and practice existing before the change or omission that gave rise to the dispute thereby maintaining the status quo.
- (vi) If the dispute is referred to the FWC, then the conduct of work will be subject to any direction of the FWC.
- (vii) The Employer may direct an Employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the health, safety, or welfare of Employees.
- (viii) No party shall be prejudiced by the continuation of work.
- (ix) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term, subject to either party exercising a right of appeal against the decision to a Full Bench.

(c) Representation

- (i) Union members are entitled to be represented by their Union.
- (ii) Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose.
- (iii) The Employer shall recognise the representative for all purposes involved with the resolution of the dispute.

- (iv) The parties to the dispute and their representatives must act in good faith in relation to the dispute.

PART 7 LEAVE AND PUBLIC HOLIDAYS

49. Annual Leave

(a) Entitlement

- (i) Full-time and part-time Employees will be entitled to paid annual leave in accordance with this clause 49.
- (ii) Full-time and part-time Employees are entitled to accrue and take annual leave in accordance with the National Employment Standards, as varied from time to time.
- (iii) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

(b) Quantum of Annual Leave

(i) Day Workers – Non-Nursing

(A) An Employee shall be entitled to four (4) weeks of annual leave for each year of service with the Employer.

(ii) Day Workers – Nursing

(A) An Employee shall be entitled to five (5) weeks of annual leave for each year of service with the Employer.

(iii) Shift-worker – Non-Nursing

(A) A shift-worker is entitled to an additional week's annual leave on the same terms and condition as provided by this clause 48. To avoid doubt, a shift-worker – non-nursing Employee is entitled to five (5) weeks of annual leave for each year of service with the Employer.

(B) For the purposes of this sub-clause (b) (iii) a shift-worker (non-nursing) is defined as:

- i. an Employee who is not employed in the nurse classifications of this Agreement at Schedule A; and
- ii. 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 (**Ordinary Hours of Work**); and/or
- iii. an Employee who works for more than four (4) ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues; and/or
- iv. an Employee, who is a home care Employee, who works at least eight (8) 24-hour care shifts in a client's home in accordance with clause 21 (b) (ii) (**Span of Hours – Day Workers – Home Care Employees**) during the yearly period in respect of which their annual leave accrues.

(iv) **Shift-worker – Nursing**

(A) A shift-worker is entitled to an additional week's annual leave on the same terms and condition as provided by this clause 48. To avoid doubt, a shift-worker – nursing Employee is entitled to six (6) weeks of annual leave for each year of service with the Employer.

(B) For the purposes of this sub-clause (iv) (A), a shift-worker (nursing) is defined as:

- i. an Employee who is employed in the nurse classifications of this Agreement at Schedule A; and
- ii. an Employee who is regularly rostered over 7 days of the week; and/or
- iii. an Employee who works for more than four (4) ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues.

(v) For the purpose of sub-clause (iii) (B) (iii) and (iv) (B) (iii), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

(vi) Where an Employee has less than 12 months' continuous service and has been engaged as a shift-worker – nursing Employee or shift-worker non-nursing Employee for part of that period; the Employee will accrue the additional week in accordance with sub-clause (a) (iii).

(c) **Registered Nurses – Level 3 and above – Management Duties**

(i) A Registered Nurse – Level 3 and above, who, in the course of their duties is required to perform management duties outside their normal rostered hours, shall be entitled to six (6) weeks of annual leave for each year of service with the Employer.

(d) **Taking Annual Leave**

(i) An Employee is entitled to take an amount of annual leave during a particular period if:

- (A) at least that amount of annual leave is credited to the Employee; and
- (B) the Employer has authorised the Employee to take the annual leave during that period.

(ii) In the taking of leave, the Employee shall make written application to the Employer, giving timely notice of the desired period of such leave.

(iii) Annual leave shall be taken in an amount and at a time which is approved by the Employer subject to the operational requirements of the workplace. The Employer shall not unreasonably withhold such approval.

(iv) Generally annual leave will be taken in blocks of not less than 1 week (5 days) to provide Employees with an appropriate break from their duties and their workplace, however requests for less than a weeks' leave including single days will be considered and generally granted unless it is not reasonably practical to do so.

(v) Further to clause 65 (**Staffing and Workloads**), except in the case of critical circumstances or in circumstances where the Employer holds genuine concern

for an Employee's welfare, Employees will not be contacted by the Employer during a period of approved annual leave.

- (vi) Sub-clause (v) does not act to inhibit the Employee from contacting the Employer during a period of approved annual leave, however as annual leave is for the purpose of rest and relaxation Employees should attempt to limit such contact to provide them with the opportunity to disconnect from the workplace.

(e) Annual Leave in Advance

- (i) An Employer 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.
- (ii) An agreement must:
 - (A) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (B) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (iii) The Employer must keep a copy of any agreement made under sub-clause (e) (ii) as an Employee record.
- (iv) 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 (d), the Employer 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 so long as such a deduction is in accordance with s324 of the Fair Work Act 2009 (or subsequent Acts).

(f) Payment for Annual Leave

- (i) In accordance with this clause 48, before going on annual leave an Employee must pay the Employee's ordinary hourly rate of pay for the Employee's ordinary hours of work in the period. This payment excludes any shift penalty rates or shift loadings provided for in this Agreement but includes any higher duty payment or all purpose allowance payment to which the Employee is entitled as per sections 16 and 90 of the Fair Work Act.
- (ii) Despite anything in sub-clause (f) (i), an Employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.
- (iii) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave including annual leave loading as per sub-clause (h) (**Annual Leave Loading**).
- (iv) Payment in lieu of annual leave may only be made as allowed by the NES and in accordance with sub-clause (g) (**Cashing Out of Annual Leave**).

(g) Cashing Out of Annual Leave

- (i) Paid annual leave must not be cashed out except in accordance with an agreement under this sub-clause (g).
- (ii) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- (iii) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (iv) An agreement under sub-clause (g) (iii) must state:
 - (A) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (B) the date on which the payment is to be made.
- (v) An agreement must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (vi) 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.
- (vii) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- (viii) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two (2) weeks.
- (ix) The Employer must keep a copy of any agreement under sub-clause (g) (iii) as an Employee record.
- (x) Under section 344 of the Fair Work Act , an Employer must not exert undue influence or undue pressure on an Employee to make, or not make, an Agreement to cash out annual leave.
- (xi) Under section 345(1) of the Fair Work Act , a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person as it relates to the cashing out of annual leave.

(h) Annual Leave Loading

- (i) In addition to their base rate of pay, an Employee other than a shift-worker will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- (ii) Shift-workers, in addition to their base rate of pay, will be paid the higher of:
 - (A) Annual leave loading of 17.5% of their base rate of pay; or
 - (B) The weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.

(i) Excessive Accumulated Annual Leave

- (i) An Employee has an excessive leave accrual if:

(A) the Employee is not a shift-worker and has accrued more than 10 weeks' paid annual leave; or

(B) the Employee is a shift-worker and has accrued more than 12 weeks' paid annual leave.

(ii) Eliminating excessive leave accruals.

(A) Dealing with excessive leave accruals by agreement

i. Before an Employer can direct that leave be taken under sub-clause (i) (ii) (B) or an Employee can give notice of leave to be granted under sub-clause (h), the Employer or Employee must request a meeting and must genuinely try to agree upon steps that will be taken to reduce or eliminate the Employee's excessive leave accrual.

(B) Employer may direct that leave be taken

i. This sub-clause applies if an Employee has an excessive leave accrual.

a. If Agreement is not reached under sub-clause (i) (ii) (A) i, the Employer may give a written direction to the Employee to take a period or periods of paid annual leave. The direction must state that it is a direction given under sub-clause (i) (ii) (B) i of this Agreement.

(C) Such a direction must not:

- i. result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under sub-clause (i) (ii) (A));
- ii. require the Employee to take any period of leave of less than one week;
- iii. require the Employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the Employee;
- iv. require the Employee to take any period of leave commencing more than 12 months after the day the direction is given to the Employee; or
- v. be inconsistent with any leave arrangement agreed between the Employer and Employee.

(D) An Employee to whom a direction has been given under this sub-clause may make a request to take paid annual leave as if the direction had not been given. The Employer is not to take the direction into account in deciding whether to agree to such a request.

(E) The NES state that the Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

(F) If leave is agreed after a direction is issued and the direction would then result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.

(G) The Employee must take paid annual leave in accordance with a direction complying with this sub-clause.

(H) Employee may require that leave be granted

- i. This sub-clause applies if an Employee has had an excessive leave accrual for more than six months and the Employer has not given a direction under sub-clause (i) (ii) (B) that will eliminate the Employee's excessive leave accrual.
- ii. If Agreement is not reached under sub-clause (i) (ii) (A), the Employee may give a written notice to the Employer that the Employee wishes to take a period or periods of paid annual leave. The notice must state that it is a notice given under sub-clause (i) (ii) (H) of this Agreement;

(I) Such a notice must not:

- i. result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under this sub-clause);
- ii. provide for the Employee to take any period of leave of less than one week;
- iii. provide for the Employee to take any period of leave commencing less than eight weeks after the day the notice is given to the Employer;
- iv. provide for the Employee to take any period of leave commencing more than 12 months after the day the notice is given to the Employer; or
- v. be inconsistent with any leave arrangement agreed between the Employer and Employee.

(J) The Employer must grant the Employee paid annual leave in accordance with a notice complying with this sub-clause.

(j) Dispute Resolution

- (i) Without limiting the dispute resolution clause of this Agreement, an Employer or an Employee may refer the following matters to the Fair Work Commission under the dispute resolution clause:
 - (A) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach Agreement under sub-clause (i) (ii) (A);
 - (B) a dispute about whether the Employer has unreasonably refused to agree to a request by the Employee to take paid annual leave; and
 - (C) a dispute about whether a direction to take leave complies with sub-clause (i) (ii) (B) or whether a notice requiring leave to be granted complies with sub-clause (i) (ii) (C).

(k) Other Provisions

(i) Annual Leave and Public Holidays – Non Nursing

(A) If the period during which an Employee takes paid leave includes a day or part-day that is a Public Holiday in the place where the Employee is based

for work purposes, the Employee is taken not to be on paid annual leave on that Public Holiday.

(ii) **Annual Leave and Public Holidays - Nursing**

(A) A shift-worker – nursing Employee, including a part-time shift-worker Employee, shall have added to the entitlement to annual leave, one additional day for each Public Holiday, irrespective of whether or not the Public Holiday falls on a day which, for that Employee, would have been a rostered day off.

(B) Notwithstanding sub-clause (ii) (A) above, a part-time shift-worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only, an additional day for each Public Holiday that falls on a day the Employee is rostered to work.

(C) A day is calculated as 7.6 hours.

(iii) **Annual Leave and its Interaction with Other Leave**

(A) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave and Public Holiday (which is dealt with at sub-clause (k) (i) and (ii))) under this Agreement, or a period of Community Service leave, the Employee is taken not to be on paid annual leave for the period of that absence.

50. Ceremonial Leave

- (a) An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

51. Community Services Leave

- (a) Community Service Leave is a matter provided for in the NES (Division 8 – Community Service Leave). Where there is an inconsistency between this clause and the NES, the NES provision will apply to the extent of the inconsistency.
- (b) An Employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency management activity during normal working hours may be entitled to paid leave on application.
- (c) Community Service Leave arrangements apply in respect to Employees who are registered volunteers with the following emergency service organisations:
 - (i) Tasmania Fire Service;
 - (ii) Tasmanian Ambulance Service;
 - (iii) State Emergency Service; and
 - (iv) Other emergency service consistent with the NES definition.
- (d) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (e) The Employer will grant approval or an Employee to be absent from duty so the Employee can assist with an emergency situation, providing the following conditions are met:
 - (i) the Employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
 - (ii) the Employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - (iii) if required by the Employer, the Employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.
- (f) The Employer will not unreasonably refuse a request of absence to attend an emergency situation.
- (g) When an Employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
 - (i) the attendance will not affect entitlements for leave accruals and related benefits;

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

52. Compassionate And Bereavement Leave And Related Entitlements

- (a) An Employee is entitled to five (5) days compassionate leave for each occasion if:
 - (i) a member of the Employee's immediate family, a member of the Employees household, or a person with whom the Employee has a significant relationship, develops a personal illness or injury that poses a serious threat to their life or dies, or
 - (ii) a baby in their immediate family or household is stillborn, or
 - (iii) the Employee has a miscarriage, or
 - (iv) the Employees current spouse or de facto partner has a miscarriage.
- (b) Where interstate or international travel is required an Employee is entitled to a further two (2) days of compassionate travel leave for each occasion as outlined at sub-clause (a).
- (c) Where an Employee is required to travel interstate or internationally for the purpose of supporting or attending a funeral for their or their spouse's (including partner or de facto partner) parent (including step-parent), child (including step-child) or in-law they are entitled to a further two (2) days of compassionate leave for the sake of undertaking such travel.
- (d) An Employee may take compassionate leave as:
 - (i) a single continuous period; or
 - (ii) any separate periods agreed with the Employer.

- (e) If an Employee takes a period of paid compassionate leave, the Employer must pay the Employee, other than a casual Employee, at the Employees base rate of pay for the Employees ordinary hours of work in the period.
- (f) Compassionate leave taken by casual Employees is unpaid.
- (g) Additional leave may be granted at the discretion of the CEO.
- (h) Proof of illness, injury or death, in the form of a medical certificate, death notice or other written evidence, shall be furnished by the Employee to the satisfaction of a reasonable person when requested.
- (i) For the purpose of this clause, '**significant relationship**' means a relationship that exists outside of the family members previously defined, however it is a person with whom an Employee can demonstrate having a relationship that would cause the Employee to be placed in a similar situation to an immediate family member on the occasion of their death or diagnosis of a serious illness or injury.

53. Holidays with Pay (Public Holidays)

- (a) All Employees (other than casual Employees) are entitled to the following public holidays:
 - (i) Christmas Day, Boxing Day, New Year's Day, Australia Day, , Eight Hours' Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Show Day, or other days that are observed in the region in lieu of any of the holidays mentioned above and any other day prescribed by the Tasmanian Statutory Holidays Act 2000 as amended.
- (b) **Payment for Public Holidays Not Worked – Fulltime Employees**
 - (i) Payment for the Public Holiday or substitute Public Holiday (**Holidays**) with pay mentioned in sub-clause (a) (i) which are taken and not worked, will be at the Employee's normal rate of pay which would have applied to the Employee concerned had they been at work.
- (c) **Payment for Public Holidays Not Worked – Part-time Employees**
 - (i) If the Public Holiday or substitute Public Holiday (**Holidays**) in sub-clause (a) (i) falls on a day on which the Employee would normally be rostered to work and that day is taken and not worked, the holiday will be paid as the Employee's normal rate of pay which would have applied to the Employee concerned had they been at work.
 - (ii) For clarity, if the Holiday falls on a day that the part-time employee would not normally be rostered to undertake ordinary hours on, then the payment at sub-clause (e) is not payable.
- (d) **Payment for Public Holidays Not Worked – Casual Employees**
 - (i) If a casual Employee is not required to work on a Public Holiday or substitute Public Holiday (**Holidays**) in sub-clause (a) (i) then no payment is due.
- (e) **Payment for Public Holidays Worked**
 - (i) An Employee required to work on a public holiday or substitute public holiday listed in sub-clause (a) (i), will be paid as prescribed by clause 22 (**Overtime**) and clause 23 (**Specific Provisions For Shift-workers**) for all time worked.

(f) **Absent From Usual Place Of Work On Public Holiday – Fulltime and Part-time Employees**

- (i) An Employee required to work on any of the Public Holiday or substitute Public Holiday (**Holidays**) in sub-clause (a) (i), where the holiday applies at their normal place of work, but because their duties require the employee to work at a place where the holiday does not apply, will have the time worked paid in accordance with this clause clause 22 (**Overtime**) and clause 23 (**Specific Provisions For Shift-workers**).

(g) **Right To Not Work On A Public Holiday**

- (i) The NES provides that an Employee can refuse a request by the Employer to work on a Public Holiday if the:
- (A) Employee has reasonable grounds, or
 - (B) request to work is unreasonable.
- (ii) When deciding if an Employee will be rostered to work on a Public Holiday, the Employer will consider:
- (A) the nature of the workplace;
 - (B) the role and type of work the Employee does;
 - (C) Employee's personal circumstances (including caring responsibilities);
 - (D) employment status (full-time, part-time casual);
 - (E) an expectation that the Employer may ask the Employee to work on a Public Holiday;
 - (F) any overtime, penalty rates or other payment the Employee may receive;
 - (G) the amount of notice provided;
 - (H) any other relevant factor.
- (iii) The Employer can require an Employee to work a Public Holiday if the:
- (A) Employer has made a reasonable request for the Employee to work the Public Holiday;
 - (B) the Employee has unreasonably refused that request.

54. Long Service Leave

- (a) Long Service Leave is a matter provided for in the NES (Division 9 – Long Service Leave). Where there is inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976 with the exception that leave will accrue at the rate of 1.3 weeks for each full year of service and Employees shall be able to access entitlements after 10 years of service.
- (c) This means an Employee will be entitled to 13 weeks leave after 10 years' service. This will also apply to payment of pro rata leave to any Employee who resigns after 10 years' service.

55. Parental Leave And Related Entitlements

- (a) The following provisions are in substitution or addition to the entitlements provided by the NES.

- (b) Employees (including eligible Employees) who have been employed for at least 40 weeks will be eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the NES (Division 5 - Parental Leave and Related Entitlements of the Fair Work Act 2009). A copy of the relevant section of the Act is available from the Employer on request.
- (c) An eligible casual means an Employee who has:
- (i) been working for the Employer on a regular and systematic basis for at least 40 weeks, and
 - (ii) a reasonable expectation of continuing work with the Employer on a regular and systematic basis, had it not been for the birth or adoption of a child.
- (d) **Employer Paid Parental Leave**
- (i) In addition to unpaid parental leave entitlements available under the NES or paid entitlements under the Australian Government Paid Parental Leave (GPPL) scheme or Dad and Partner Pay scheme, this Agreement provides for Employer Paid Parental Leave (EPPL) entitlements.
 - (ii) An eligible Employee who is the birth parent and has, or will have, responsibility for the care of a child, will be entitled to 14 weeks' EPPL, commencing from the date of the commencement of the parental leave period.
 - (iii) An eligible Employee who is not the birth parent or does not have responsibility for the care of a child, is entitled to 2 week's EPPL which can be used in single period or two separate periods within 12 months of the birth or adoption of the child.
 - (iv) An eligible Employee who is an adoptive parent and has, or will have, responsibility for the care of a child, will be entitled to 14 weeks' EPPL, commencing from the date of the commencement of the parental leave period.
 - (v) An eligible Employee who is an adoptive parent but does not have responsibility for the care of a child, is entitled to 2 week's EPPL which can be used in single period or two separate periods within 12 months of the birth or adoption of the child.
 - (vi) The total entitlement to EPPL available to an eligible Employee who is the birth parent and who has, or will have, responsibility for the care of the child, per instance of birth or adoption is 14 weeks.
 - (vii) The total entitlement to EPPL available to an eligible Employee couple per instance of birth or adoption of a child is 16 weeks.
 - (viii) Any EPPL period will count as continuous service for the purpose of annual leave accrual and long service leave accrual.
- (e) **Flexible Working Arrangements on Resumption of Duties**

- (i) An Employee who's been on unpaid parental leave may request flexible working arrangements IAW clause 8 (**Individual Flexibility Agreement**).

56. Personal/Carers Leave

This clause applies to Employees, other than Casual Employees.

(a) Entitlement to Paid Personal/Carer's Leave – Fulltime Employee:

- (i) Subject to sub-clause (a)(ii) for each year of service with the Employer an Employee is entitled to 20 days (152 hours referenced to a 38 hour week) of paid personal/carer's leave.
- (ii) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work except that in the first year of employment the entitlement to personal leave is 32 hours plus 10 hours for each completed month of employment.
- (iii) Personal/carer's leave accumulates from year to year without limitation.

(b) Entitlement to Paid Personal/Carer's Leave – Part-Time Employee:

- (i) Part-time Employees are entitled to personal leave on the same basis as fulltime Employees except that they are not entitled to paid personal leave in any one year in excess of:
- (ii) for Employees whose ordinary hours of work are twenty or more but fewer than thirty per week - 114 hours per year;
- (iii) for Employees whose ordinary hours of work are thirty or more – 152 hours per year.
- (iv) PROVIDED THAT in determining the amount of leave to which Employees are entitled at any time, other than leave which has been accumulated, the average hours worked per week in the preceding three months shall be used, except that where Employees have less than three months' service, the ordinary hours per week for which they were engaged shall be used.
- (v) PROVIDED FURTHER, that in determining the amount of leave to be accumulated for the purposes of sub-clause (b)(i) above the entitlement shall be based on the average number of hours worked in the year less the amount of sick leave taken.
- (vi) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work except that in the first year of employment the entitlement to personal leave is 32 hours plus 10 hours for each completed month of employment.
- (vii) Personal/carer's leave accumulates from year to year without limitation.

(c) Casual Employees

- (i) Subject to the evidentiary and notice requirements in sub-clause (e) casual Employees are entitled to not be available to attend work due to personal illness or injury, or to leave work if they need to provide care or support for members of

their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child.

- (ii) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

(d) Taking Paid Personal/Carer's Leave

- (ii) An Employee may take paid personal/carers leave if the leave is taken:
 - (A) because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (B) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - a personal illness, or injury, affecting the member; or
 - an unexpected emergency affecting the member.
- (iii) Where an Employee is ill or injured on their rostered day off the Employee shall not be entitled to personal leave payment nor shall the Employee's personal leave entitlement be reduced as a result of the illness or injury on that day.
- (iv) If the period during which an Employee takes paid personal/carers leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carers leave on that public holiday.
- (v) Personal leave may be taken for part of a single day.

(e) Personal Leave and Workers' Compensation

- (i) Employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation.

(f) Payment for Paid Personal / Carer's Leave

- (i) An Employee who is absent from work because of personal illness or injury, is entitled to paid personal leave at the Employee's relevant rate exclusive of shift or weekend loadings or overtime.

(g) Evidence and Notice Requirements

- (ii) The Employee shall, wherever possible inform the Employer of their inability to attend for work prior to the commencement of such absence. The Employee shall, as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (iii) Employees who have given the Employer notice of the taking of personal leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken because of personal illness or injury subject to the following:

Evidence is NOT required for:	<p>Ten (10) single days per calendar year which can include up to five (5) episodes of two (2) days at a time per calendar year (the "count").</p> <p>PROVIDED that the "count" resets to zero on the 1st January each year. The "count" amount does not accrue year on year.</p>	<p>Except if the day, or one of the days taken, are either side of:</p> <ul style="list-style-type: none"> • rostered day/s off <p>and/or</p> <ul style="list-style-type: none"> • a weekend that has not been worked
Evidence to satisfy sub-clause (g)(iv) IS required for:	<p>More than ten (10) single days per calendar year</p> <p>Or</p> <p>Days taken either side of:</p> <ul style="list-style-type: none"> • rostered day/s off • a weekend that has not been worked 	

- (iv) When taking leave to care for members of their immediate family or household who require care the Employee must, if required by the Employer, establish by production of documentation acceptable to a reasonable person the nature of the situation and that such a situation resulted in the person concerned requiring care by the Employee.
- (v) The accepted evidence required to satisfy sub-clause (g)(ii) and (iii) will be a medical certificate from a suitably qualified medical practitioner or a Statutory Declaration stating the steps the Employee has taken to obtain the evidence and state the nature of the reason for their absence. This Statutory Declaration is to be witnessed by an authorised person under the relevant legislation.

(h) Personal/Carer's Leave and Cessation of Employment

- (i) An Employer will not be required to make any payment in respect of accumulated personal leave credits to an Employee who is terminated or resigns their employment.

(i) Unpaid carer's leave – All Employees

- (i) An Employee, including a casual Employee, is entitled to 2 days of unpaid carer's leave, or any separate periods to which the Employee and the Employer agree, for each occasion (a 'permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (A) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member.
- (ii) An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, for a reason listed in sub-clause (i) (i) (A) above.
- a. An Employee may take unpaid carer's leave for a particular permissible occasion as:
 - (A) a single continuous period of up to 2 days; or
 - (B) any separate periods to which the Employee and the Employer agree.
- (iii) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/ carer's leave.
- (iv) An Employee must give the Employer notice of the taking of unpaid carer's leave as soon as practicable, and must advise the Employer of the expected period of the leave.
- (v) An Employee who has given the Employer notice of the taking of unpaid carer's leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in sub-clause (i) (i) (A) above.
- (j) Employees transferring from the Presbyterian Care Tasmania Incorporated Nurses Agreement 2011**
- (i) Nurse Employees who, on approval of this Agreement, will no longer be covered by the Presbyterian Care Tasmania Incorporated Nurses Agreement 2011, will receive a one-time credit of 5 days (38 hours referenced to a 38 hour week) Personal / Carer's leave within seven (7) days of approval.
 - (ii) Where an Employee is a part-time Employee the Employee will receive the benefit as sub-clause (j)(i) on a pro-rata basis based on their ordinary hours of work per week.

57. Family And Domestic Violence Leave And Related Entitlements

(a) General Principle

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

(b) Definition of Family and Domestic Violence

- (i) Family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by a close relative or an Employee, a member of an Employees household or a current or former intimate partner of the Employee.

- (ii) Family and domestic violence seeks to coerce or control the Employee and/or cause them harm or fear.

(c) **General Measures**

- (i) All personal information concerning family violence will be kept confidential. No information will be kept on an Employee's personal file without their express written permission.
- (ii) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.
- (iii) The Employer will identify a contact person who will be trained in Family and Domestic Violence and privacy issues. The Employer will advise the name of the contact to all Employees.

(A) An Employee experiencing family and domestic violence may raise the issue with their manager or the contact person.

- (d) When requested by the Employee, the contact person will liaise with the Employee's manager on the Employee's behalf and will make recommendations on the most appropriate form of support to provide in accordance with sub-clauses (iv) and (v).
- (e) The Employer will maintain guidelines to supplement this clause which details the appropriate action to be taken in the event that an Employee reports family and domestic violence.

(f) **Leave**

- (i) An Employee experiencing family violence and domestic violence will have access to 10 days paid family and domestic violence leave (FDVL) per year for the purpose of dealing with matters relating to family and domestic violence situations including, but not limited to, attending to medical appointments, legal proceedings and other activities related to family and domestic violence, and it is impractical for the Employee to undertake these activities outside the Employee's normal hours of work.
- (ii) FDVL does not accrue but is instead available in full at the anniversary date of the Employee's service each year.
- (iii) The CEO can, at their discretion, approve a further period of up to 10 days paid family and domestic violence leave per year and if the situation warrants, a further 10 days unpaid family and domestic violence leave per year on application from the Employee.
- (iv) FDVL is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (v) An Employee who supports a person experiencing family and domestic violence may take carer's leave (paid and unpaid) to accompany that person to court, hospital or to mind children.

(g) **Evidence**

- (i) The Employer may request evidence that shows that the Employee took leave to deal with family and domestic violence related matters. Evidence may include documents issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer, or a Statutory Declaration.
 - (ii) The CEO, at their discretion, can waive the requirement to provide evidence.
- (h) **Payment and Other Relevant Matters**
- (i) An Employee in receipt of FDVL will be paid at the rate of pay for the hours they would have worked if they had not been required to take FDVL.
 - (ii) FDVL does not attract accruals for any paid leave types including annual leave, personal leave or long service leave.
 - (iii) FDVL does not accrue and is not eligible for payment on cessation of employment.
 - (iv) If the period during which an Employee takes paid or unpaid personal/carer's leave includes a period of FDVL, the Employee is taken to not be on paid or unpaid personal/carer's leave for the period of that FDVL.
- (i) **Individual Support**
- (i) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing domestic violence for:
 - (A) Changes to their span of hours or pattern of hours;
 - (B) Job redesign or change to duties;
 - (C) A change to their telephone number or email address to avoid harassing contact;
 - (D) Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements as at clause 8 (**Individual Flexibility Agreement**).
 - (ii) An Employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.

58. Reproductive Health and Wellbeing Leave

(a) Reproductive Health and Wellbeing Leave

- (i) Any Employee, who is not a casual Employee, experiencing reproductive health matters which require specialist medical intervention, is entitled to up to five (5) days per year of paid Reproductive Health and Wellbeing Leave (RHWL) for the purpose of attending and recovering from specialty appointments and treatments.
- (ii) Reproductive health matters means In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services (for example, IUI or hormone injections/replacements), or specialty treatment for conditions related to reproductive health matters that cause excessive pain or excessive bleeding where the Employee has been instructed not to work.

- (iii) Specialist medical intervention means a suitably qualified medical practitioner who the Employee has been referred to from their General Practitioner.

(b) Payment and Other Relevant Matters

- (i) An Employee in receipt of RHWL will be paid at their ordinary time rate of pay for their contracted hours.
- (ii) RHWL does not attract accruals for any paid leave types including annual leave, personal leave or long service leave.
- (iii) RHWL does not accrue and is not eligible for payment on cessation of employment.

(c) Evidence

- (i) A medical certificate from the treating specialist stating that the purpose of the leave was to attend and/or recover from an appointment related to facilitating reproduction will constitute evidence for the purpose of accessing this leave.
- (ii) Failing this a medical certificate from the Employee's General Practitioner evidencing a referral to a treating specialist will constitute evidence for the purpose of accessing this leave.

(d) Flexible Working Arrangements

- (i) This clause supplements the entitlement to request flexible work arrangements IAW clause 8 (**Individual Flexibility Agreements**) of this Agreement.

(e) Casual Employees

- (i) Casual Employees are not entitled to the provisions of this clause 58.

59. Pregnancy Loss Leave

(a) Eligibility Criteria

- (i) This provision applies to Employees (including eligible casuals) who have been employed for at least 40 weeks and are eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 - Parental Leave and Related Entitlements of the Fair Work Act 2009).
- (ii) An eligible casual means an Employee who has:
 - (A) been working for the Employer on a regular and systematic basis for at least 40 weeks, and
 - (B) a reasonable expectation of continuing work with the Employer on a regular and systematic basis, had it not been for the birth or adoption of a child.

(b) Employer Paid Pregnancy Loss Leave

- (i) In the event that an Employee suffers a stillbirth or death of a child they have an entitlement to Compassionate Leave as described at clause 52.
- (ii) In the event of a pregnancy loss and in addition to any entitlement to Compassionate Leave in this Agreement or the unpaid parental leave entitlements

available under the NES, this Agreement provides for Employer Paid Pregnancy Loss Leave (EPPLL) entitlements.

(iii) An Employee who is eligible for parental leave under this Agreement who suffers a pregnancy loss will be entitled to the following provisions:

(A) Where pregnancy loss occurs after 20 weeks the Employee is entitled to four (4) weeks EPPLL.

(B) Where pregnancy loss occurs between 10 weeks and 19 weeks and 6 days the Employee is entitled to three (3) weeks EPPLL.

(C) Where pregnancy loss occurs prior to 10 weeks the Employee is entitled to one (1) week EPPLL and a further one (1) week unpaid leave.

(iv) Where an Employee is not eligible for parental leave under this Agreement suffers a pregnancy loss they will be entitled to the following provision:

(A) Two (2) days EPPLL and a further eight (8) days unpaid leave.

(B) Further, any Employee who suffers a pregnancy loss or is the partner (however described) of a person who suffers a pregnancy loss, will be entitled to three (3) sessions with the Employer Assistance Program provider.

(c) **Payment**

An Employee in receipt of EPPLL will be paid at their ordinary time rate of pay for their contracted hours.

If the Employee is a casual Employee, the Employee will be paid at their ordinary time rate of pay (inclusive of casual loading) for the average hours of work per week over the previous 12 weeks immediately prior to the date of pregnancy loss.

EPPLL does not attract accruals for any paid leave types including annual leave, personal leave or long service leave.

EPPLL does not accrue and is not eligible for payment on cessation of employment.

(d) **Evidence**

The Employer is entitled to ask an Employee claiming EPPLL to provide evidence from their treating clinical practitioners in support of their application and where no evidence is provided the Employee has no entitlement to EPPLL.

60. Infectious Diseases – Employee Hardship

(a) In the event where dealing with a contracted infectious disease causes the Employee financial hardship, the Employee can make written confidential application, (providing details adequate enough to facilitate an informed decision), to the CEO for special consideration.

- (i) The Employer, at the CEO's discretion, may provide up to a further 10 days per financial year as paid Infectious Disease Hardship Leave.
- (ii) This leave is non-accruing and is not an entitlement to be paid on cessation of employment.

61. Infectious Disease Leave

- a) An Employee (including a casual Employee), who is directed to test for an infectious disease (where an infectious disease is classified as notifiable to a government health department) at a designated testing facility and/or isolate pending test results, will, if they are unable to undertake work from home, have access to two (2) days paid leave known as Infectious Disease Testing Leave per instance.
- b) An Employee who contracts an infectious disease and who is not fit for work shall have access to one week paid leave (known as Infectious Disease Paid Leave) and a further one week unpaid leave (known as Infectious Disease Unpaid Leave) to cover a period of any consequent illness.
- c) If an Employee is providing care for an immediate family member (to whom carers' leave applies) who is ill with a contracted infectious disease or has been directed to isolate on medical advice or the advice of health authorities, the Employee shall have access to one week paid leave (known as Infectious Disease Paid Leave) and a further one week unpaid leave (known as Infectious Disease Unpaid Leave).
- d) Infectious Disease Leave will be paid as:
 - (i) Infectious Disease Paid Leave for fulltime and part-time Employees will be at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
 - (ii) Infectious Disease Paid Leave for casual Employees will be at the Employee's base rate of pay for the hours that the Employee would have been rostered to work in the period other than for the need to apply the leave.
- e) Leave provisions for fulltime and part-time Employees will be as follows:
 - (i) Infectious Disease Paid Leave, followed by
 - (ii) Paid Personal Leave, or,
 - (iii) If the Employee has no accrued paid personal leave or at the Employee's election, Infectious Disease Unpaid Leave
- f) Leave provisions for casual Employees will be as follows:

- (i) Infectious Disease Paid Leave, followed by
 - (ii) Infectious Disease Unpaid Leave
- g) Employees must alert the Employer to their circumstances as soon as is reasonably possible.
 - h) Access to Infectious Disease Leave (Paid and Unpaid) is subject to reasonable evidence requirements that can be waived at the Employer's discretion.
 - i) If an Employee has exhausted Infectious Disease Paid and Unpaid Leave then the Employee has access to other leave provisions to which they are entitled.
 - j) Infectious Disease Leave does not reduce other leave entitlements.
 - k) Infectious Disease Leave does not accrue and is not payable on cessation of employment.

62. Vaccination Leave – Infectious Diseases

- a) In the event that the workplace mandates Employees to be fully vaccinated (be those Employer mandated or Public Health / Government mandated) against an infectious disease (where an infectious disease is classified as notifiable to a government health department), the Employer acknowledges that Employees may need to take time during work hours to fulfil these obligations.
- b) The Employer will provide up to two (2) days paid Vaccination leave, per vaccination requirement, when the Employee (including casual Employees):
 - i. cannot receive a vaccination or booster vaccination in the workplace during their usual hours of work and requires time during work hours to satisfy this requirement.
 - ii. cannot receive a vaccination or booster vaccination outside of their usual hours of work and requires time during work hours to satisfy this requirement.
 - iii. has a reaction to the vaccination or booster vaccination that means they are unable to return to work for the rest of that day.
 - iv. has a reaction within 48 hours of receiving the vaccination or booster vaccination that means they are unfit for work.

In addition, if the effects of vaccination or booster vaccination last longer than paid Vaccination leave, Employees will have access to their paid and unpaid personal leave entitlements.

63. Lactation and Express Breaks

This clause applies to all Employees who are lactating mothers where the nursing child is less than 12 months of age.

(a) Break Details – Lactating Mothers with Nursing Child less than 12 months of age

- (i) A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement
- (ii) An Employee working less than 4 hours on any given shift is entitled to one paid 30 minute lactation and express break.
- (iii) An Employee working greater than 4 hours on any given shift is entitled to two paid 30 minute lactation and express breaks.
- (iv) The total time per shift of sub-clauses (a) (ii) and (iii) is not to exceed 60 minutes.
- (v) Employees requiring time in excess of sub-clause (a) (iv) are to utilise their rostered rest and meal breaks.
- (vi) Wherever possible, lactation and express breaks should be taken in conjunction with any rest or meal break.

(b) Break Details – Lactating Mothers with Nursing Child older than 12 months

- (i) An Employee whose nursing child is older than 12 months and whose shift length is greater than 4 hours will be provided with one unpaid 30 minute lactation and express break.
- (ii) Employees requiring time in excess of sub-clause (b) (i) are to utilise their rostered rest and meal breaks.
- (iii) Wherever possible, lactation and express breaks should be taken in conjunction with any rest or meal break

(c) Flexible Approach

- (i) A flexible approach to lactation and express breaks can be taken by mutual Agreement between the eligible Employee and the Employer provided that the total lactation and express break time entitlement for the Employee is not exceeded.
- (ii) When giving consideration to any such request for flexibility, the Employer will consider the operational requirements of the organisation as well as the needs of the lactating Employee.

(d) Amenities

- (i) The Employer will provide the lactating Employee with access to a suitable, comfortable private space (other than a bathroom), that is shielded from view and free from intrusion from co-workers, the Employer's clients and the public.
- (ii) The Employer will provide the lactating Employee with access to appropriate refrigeration and a sink.

- (iii) The lactating Employee is responsible for labelling and providing appropriate storage containers.

(e) **Support**

- (i) Employees experiencing difficulties when returning to the workplace will be supported by the Employer to contact the [Breastfeeding Helpline](#) or any other suitable support provider.
- (ii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise their paid and unpaid personal leave to cover such absences.
- (iii) The CEO can, at their discretion, approve a further period of one paid day and one unpaid day to an Employee in the circumstances outline in sub-clause xx.6 (b) who have exhausted their personal leave entitlement.

64. Training, Professional Development and Study Leave and Payment

(a) **Training and Professional Development**

- (i) Without limiting its nature and extent, training or professional development includes updating of professional skills, knowledge and techniques; award-bearing courses; training or development mandated by the Employer, agreed activities arising from the appraisal process; Employer initiated activities such as committees, seminars to introduce new developments, methodology, administrative and conceptual changes; and activities for individuals or groups of Employees which have been approved by the Employer.
- (ii) It must be evident that the activity will provide Employees with skills/knowledge which will either:
 - (A) enable them to meet the inherent requirements of their role; or
 - (B) enable them to better undertake their work; or
 - (C) enhance their career prospects.
- (iii) **Training, development and career opportunities**
 - (A) To enhance operations, the Employer is committed to the identification and provision of appropriate training and professional development for Employees which:
 - i. is consistent with, and relevant to, the Employee's duties as per their Position Description; and
 - ii. will assist the Employee with the performance of their duties.
 - (B) The Employer demonstrates its commitment to ongoing training and professional development of all Employees through the provision of work time and resources where appropriate for approved training.

- (C) All Employees will attend induction on commencement of employment and be provided with access to all information relevant to their employment. Employees should familiarise themselves with the content of such information.
- (D) All Employees will be provided with equitable access to training and professional development opportunities and, wherever possible, the activity will be accredited.
- (E) The Employer and Employees will agree on criteria for continuing professional development having regard to the cost, accessibility and availability of courses relevant to the needs of the workplace and the individual Employee.
- (F) Processes will be implemented that will ensure all Employees have regular opportunities to discuss their career plans and training needs with their supervisor/manager.

(iv) **Training or Professional Development Payment**

- (A) Approved or mandated training or professional development will be considered as time worked and paid at the applicable rate of pay as if the Employee had actually worked the period.
- (B) Any valid costs associated with undertaking Employer approved training or professional development will be reimbursed by the Employer upon production of evidence of such expenditure.
- (C) Travel and accommodation costs incurred by an Employee undertaking Employer approved training or professional development in accordance with this clause, which exceed those normally incurred in travelling to and from work, will be reimbursed by the Employer upon production of evidence of such expenditure.

(v) **Professional Development Study Leave**

- (A) Employees may be eligible for up to four (4) paid study leave days per financial year for approved professional development where the study meets the criteria set out in sub-clause (a) (ii) and (iii).
- (B) Paid study leave must be approved by the Employer before such leave commences.
- (C) Study leave is paid at the Employee's ordinary time rate of pay for their classification.

(vi) **Commitment to Improving Organisational Knowledge**

- (A) Where the Employer pays for an Employee to attend a course and/ or conference then the Employee has a duty to disseminate the knowledge gained to other Employees within the workplace.
- (B) This may be done through in service education sessions in the workplace or by producing a short paper outlining the knowledge gained.
- (C) The manner of disseminating this knowledge throughout the organisation will be agreed between the Employee and their manager.

65. Staffing and Workloads

(a) **Work/life Balance**

- (i) The Employer and Employees recognise the mutual benefit of ensuring that Employees balance their professional and personal lives and are committed to making all reasonably practical efforts to ensure this occurs.

(b) **Work Health and Safety**

- (i) The Employer is obliged by the relevant health and safety legislation and guidelines in each State and Territory to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to work, health and safety in the workplace. The Employer will take into account work, health and safety when allocating work and when concerns about adequate staffing are raised in accordance with sub-clause **xx** (Workload and staffing disputes).

(c) **Staffing**

- (i) The Employer will make all reasonably practical efforts to ensure that it is sufficiently staffed and resourced so as to enable each Employee to:
 - (A) perform all aspects of their role/position during their ordinary hours;
 - (B) take rest intervals and meal breaks provided by this Agreement; and
 - (C) take leave provided for by this Agreement and the NES
- (ii) Subject to sub-clause (e) (**Reasonable Overtime**)

(d) **Allocation of Work**

- (i) The Employer further recognises that the allocation of work must, wherever reasonably practical to do so, include consideration of the Employee's hours of work, current workload, health, safety and welfare. Wherever reasonably practical to do so, work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work.
- (ii) Subject to sub-clause **xx** (Reasonable overtime)

(e) **Reasonable Overtime**

- (iii) The Employer will, wherever reasonably practical to do so, not require work to be undertaken beyond an Employee's ordinary hours of work, except where the overtime is reasonable or necessary because the provision of service delivery is at risk or client or Employee safety is at risk.

(f) **Workload or Staffing Disputes**

- (i) An Employee, group of Employees and/or representative (including a Union) (party) may request a review of their workload if they believe the workload is unreasonable. The request must be made in writing and set out details of the workload concern and the reasons why the workload is considered unreasonable.

- (ii) An Employee or group of Employees may seek representation to assist with the review request.
 - (iii) On receipt of a request under this clause, the Employer must give the party a written response within 21 days, stating whether the Employer agrees to or disagrees with the request for a workload review.
 - (iv) If the Employer refuses the request for a workload review, the written response under sub-clause (iii) must include details of the reasons for the refusal.
 - (v) If the Employer agrees to the request, a review of the workload of the Employee or group of Employee's will be conducted.
 - (vi) Following the completion of the review, and where it is found that an Employee or group of Employees has an unreasonable workload, the Employer must take all reasonably practical steps to address and mitigate the workload risk. The party and the Employer shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.
 - (vii) If, following consultation, the workload or staffing issue is not resolved, any party may refer it to the dispute resolution procedure of this Agreement.
- (g) **Staffing and Workloads and Royal Commission into Aged Care Quality and Safety**
- (i) Parties to this Agreement recognise that the Department of Health and Aged Care (or any subsequent body) may set out mandated requirements that the Employer is required to respond to and the parties agree to work cooperatively to respond to such requirements.

66. Work Health and Safety Commitment

(a) Objectives

- (i) This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is reasonably practicable, safe and without risks to health.
- (ii) The parties are committed to the promotion of a joint and united approach to consultation and resolution of WH&S issues.
- (iii) The provisions of this Agreement shall operate in conjunction with the Work Health and Safety Act 2012 (the Act) and where any provision in this Agreement is contrary to that of the Act, the Act will apply.
- (iv) WH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where reasonably practicable.

(b) WH&S Program

- (i) The Employer has instituted and will maintain procedures for collecting information on the nature of hazards and incidence of injury which includes:

- (A) an internal system for reporting, recording, and investigating incidents, injuries and illness
- (B) the routine analysis of injury/illness/incident data; and
- (C) routine reports on key WH&S performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, and estimation of indirect costs).

- (ii) A system of regular workplace inspections and regular hazard audits of work areas and work practices that include reference to relevant legislation, standards and codes of practices shall be instituted at the workplace.
- (iii) Records of workplace inspections will be maintained by the Employer.
- (iv) A scheduled maintenance program for plant and equipment which includes requirements of relevant WH&S legislation, standards and codes of practice shall be maintained.
- (v) The Employer will take prompt action to deal with any WH&S problems, including incidents of violence in the workplace.
- (vi) The Employer commits to providing necessary protective clothing and equipment to Employees, including infection control protection and the supply of waterproof aprons and footwear or waterproof shoe covers to Employees who assist clients with showering.

(c) Occupational Rehabilitation

- (i) The parties to this Agreement are committed to an early intervention rehabilitation strategy which leads to a safe and timely return to work. Rehabilitation assistance shall begin as soon as the injury is reported and in accordance.

(d) Occupational Violence

- (i) The parties to this Agreement are committed to reducing occupational violence and aggression so far as is practicable in the Employer's workplaces.

(e) Occupational Violence Incident Reporting, Investigation, Prevention and Support

- (i) The Employer will facilitate timely reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.
- (ii) Following an incident, the Employee(s) will inform the Employer as soon as reasonably practicable of any occupational violence that they have experienced or witnessed.
- (iii) Following an incident, the Employer as far as reasonably practicable will:
 - (A) take action to prevent further injury to Employees, which may include a review of any care plan if applicable to the incident,

- (B) conduct an incident investigation and implement controls to prevent the incident recurring,
 - (C) offer all Employees exposed to occupational violence with support which may include a combination of manager support, psychological counselling, individual or group support and other support by appropriately trained professionals, and
 - (D) provide information regarding the Employee's rights as relevant including the making a workers compensation claim or reporting to relevant authorities.
- (iv) The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

(f) Employee Support Following a Critical Incident

- (i) The Employer will support Employees who have experienced a "critical incident" at work. The Employer is committed to the facilitation of the recovery of Employees experiencing distress following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.
- (ii) Professional counselling and psychological support services – the Employer's Employee Assistance Program provides appropriately trained counsellors who can provide individual counselling and psychological support. The Employee Assistance Program provides more intensive support and monitoring where an Employee cannot or chooses not to obtain support within the department. Employees can access the Employee Assistance Program 24 hours per day, seven days per week.
- (iii) Where assessed as appropriate, group information and support sessions will be provided to provide Employees with self-care strategies and information regarding the indicators that may identify an individual as requiring additional and expert psychological support.
- (iv) Participation in psychological support will be on a voluntary basis and shall be kept separate to any investigation of the incident. Psychological support shall:
 - (A) focus on support of the individual involved in the incident;
 - (B) be non-judgmental;
 - (C) be strictly confidential;
 - (D) not involve investigation and criticism; and
 - (E) not be used for discipline and performance management measures
- (v) The Employer will work with the Employee to identify the most appropriate support based on the needs of the individual.
- (vi) Notwithstanding the provisions of this clause Employees who are involved in a critical incident will be contacted within 24 hours of notification to the Employer

to discuss support service requirements so as to facilitate access to the appropriate support.

- (vii) The Critical Incident Support Program as outlined in this sub-clause (f) will be subject to ongoing review and continuous improvement

(g) WH&S Expertise

- (i) There will be persons within regions and congregate care facilities who are suitably qualified in relation to work health and safety and are able to provide advice to the Employer and carry out action prevention initiatives at the workplace in relation to the health and safety of the Employees of the Employer.
- (ii) Where it is not possible to provide the provision of this support through internal expertise the Employer may, at its discretion, engage external expertise for assistance.

(h) Notice Board

- (i) A notice board of reasonable dimensions to be made available in the staff room(s) for the purposes of displaying union notices.

67. Representational Rights

(a) Representation Rights

- (i) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to five days leave with pay each calendar year, non-cumulative, to:
 - (A) represent members in bargaining;
 - (B) represent the interests of members to the Employer and industrial tribunals;
 - (C) consult with union members and other Employees for whom the delegate is a bargaining representative;
 - (D) participate in the operation of the Union;
 - (E) attend union education;
 - (F) address new Employees about the benefits of union members 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;
 - (G) attend union annual Delegates Conference

(b) Without limiting the above, leave shall be available as follows:

Number of Employees per geographical location where Residential Services Activities occur	Number of delegates or workplace representatives eligible for 5 days paid leave in any 12 month period
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3

More than 50 but not more than 100	4
More than 100	5

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

68. No Extra Claims


During the period of operations of this Agreement, the parties agree that they will not pursue any extra claims (other than a Log of Claims for a replacement Agreement) in respect of any matters pertaining to the employment relationship or to the relationship between the Employer and any Employee organisations.

69. Future Negotiations

- (a) The Employer agrees to commence negotiations with the 'union' for a new collective Agreement to succeed this Agreement at least three (3) months before the nominal expiry date of this Agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (b) Before submitting a variation, termination or replacement Agreement for the approval of the Employees covered by the Agreement, the Employer will negotiate in good faith with the Union(s).

- (c) Should negotiations for a new enterprise Agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions will continue to be observed for all Employees.

SIGNATORIES – FOR THE EMPLOYERS:

Signed: 


(for and on behalf of **May Shaw Health Centre Inc**)

Date 29/08/2023

Name in full (printed): Fiona Onslow-Agnew

Position: CEO

Address: 37 Wellington Street
Swansea TAS 7190

Witnessed by (signature) 

Witness Name in Full Michelle Parry

Position: Executive Assistant

Witness address: 37 Wellington Street
Swansea TAS 7190

SIGNATORIES - BARGAINING REPRESENTATIVES

SIGNATURE:



15/09/23

NAME: Robbie Moore : 11 Clare Street New Town 7008

POSITION: State Secretary

Health Services Union Tasmania Branch

(On behalf of members who are covered by the Agreement)

WITNESS SIGNATURE:




WITNESS NAME


James Milligan. 11 Clare Street New Town 7008

DATE: 15-9-23

SIGNATORIES – BARGAINING REPRESENTATIVES

SIGNATURE: 
NAME: Emily Shepherd
ADDRESS: 182 Macquarie Street, Hobart 7000

POSITION: Branch Secretary
Australian Nurses and Midwifery Federation, Tasmanian Branch
(Under the registered rules of the Australian Nursing and Midwifery Federation, I have authority to sign on behalf of members of the Australian Nursing and Midwifery Federation, Tasmanian Branch, who are employed by the employer in classifications covered by the Agreement)

WITNESS SIGNATURE: 

WITNESS NAME Mary Bickel

DATE: 18 September 2023

SIGNATURE:



NAME:

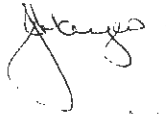
Mitchell R Bone
111, Coluccis Rd, UNTERWOOD, TAS 7268

POSITION:

EMPLOYEE BARGAINING REP

(On behalf of members who are covered by the Agreement
(Bargaining Representative))

WITNESS SIGNATURE:



WITNESS NAME

Joanne Hayes
23 Alfred Street
Scottsdale, TAS

DATE:

18-09-2023

SCHEDULE A – CLASSIFICATION DESCRIPTORS

A-1: NURSING

Enrolled Nurses

Enrolled nurse—pay point 1

- (a)** Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b)** An Employee will be appointed based on training and experience including:
 - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators**
 - The Employee has limited or no practical experience of current situations; and
 - The Employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled nurse—pay point 2

- (a)** Pay point 2 refers to the pay point to which an EN has been appointed.
- (b)** An Employee will be appointed to this pay point based on training and experience including:
 - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators**

The Employee is required to demonstrate some of the following in the performance of their work:

 - a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
 - an ability to relate theoretical concepts to practice; and/or
 - requiring assistance in complex situations and in determining priorities.

Enrolled nurse—pay point 3

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An Employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled nurse—pay point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) An Employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

Enrolled nurse—pay point 5

(a) Pay point 5 refers to the pay point to which an EN has been appointed.

(b) An Employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the Employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

Enrolled nurse—pay point 6

- (a)** Pay point 6 refers to the pay point to which an EN has been appointed.
- (b)** An Employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 5; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time
- (c)** Progression to this pay point is only available to ENs who are an EN pay point 5 and who **do not** have an annotation on their registration prohibiting them from administering medication

Enrolled nurse—pay point 7

- (a)** Pay point 7 refers to the pay point to which an EN has been appointed.
- (b)** An Employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 6; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time
- (c)** Progression to this pay point is only available to ENs who are an EN pay point 6 and who **do not** have an annotation on their registration prohibiting them from administering medication

Registered Nurses

Registered nurse—level 1 (RN1)

- (a)** An Employee at this level performs their duties:
 - (i)** according to their level of competence; and

(ii) under the general guidance of, or with general access to, a more competent registered nurse (RN) who provides work related support and direction.

(b) An Employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
- accepting accountability for the Employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

Registered nurse—level 2 (RN2)

(a) An Employee at this level:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in clause **xx.1.2.2** on a continuing basis.

(b) An Employee at this level may also be known as a Clinical nurse.

(c) In addition to the duties of an RN1, an Employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a **Clinical nurse** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse—level 3 (RN3)

(a) An Employee at this level:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when that the Employee is required to perform the duties detailed in clause **xx.1.2.3** on a continuing basis.

(b) An Employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

(c) In addition to the duties of an RN2, an Employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

(i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(ii) Duties of a **Nurse manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a **Nurse educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse—level 4 (RN4)

(a) An Employee at this level:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in clause **xx.1.2.4** on a continuing basis.

(b) An Employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

(c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause **xx.1.2.4**. In this connection the number of beds in a facility will be a relevant consideration.

(d) In addition to the duties of an RN3, an Employee at this level will perform the following duties:

(i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;

- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(iii) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the Employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Registered nurse level 5—(RN5)

(a) An Employee at this level:

(i) holds any other qualification required for working in the Employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in clause **xx.1.2.5** on a continuing basis.

(b) An Employee at this level may also be known as a Director of nursing.

(c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause **xx.1.2.5**. In this connection the number of beds in a facility will be a relevant consideration.

(d) In addition to the duties of an RN4, an Employee at this level will perform the following duties:

- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative

decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;

- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Minimum Entry Rate – Accelerated Advancement

A Registered Nurse who holds the following university qualifications will commence as:

Registered Nurse with 4 year degree	Commences as Registered Nurse Level 1 Pay Point 3
Registered Nurse with a Masters degree	Commences as Registered Nurse Level 1 Pay Point 4

Progression from these entry points will be to Registered Nurse Level 1 pay point 4 and 5 respectively in accordance with clause 14 (**Progression Through Pay Points**)

A-2: AGED CARE EMPLOYEES

Aged Care Employee—level 1

GENERAL

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

Laundry hand
Cleaner
Assistant gardener

Food services

Food services assistant

Aged Care Employee—level 1

DIRECT CARE

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:

Personal Care Worker Grade 1 – first 3 months of tenure

Aged Care Employee—level 2

GENERAL

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

- Laundry hand
- Cleaner
- Gardener (non-trade)
- Maintenance/Handyperson (unqualified)
- Driver (less than 3 ton)

Food services

- Food services assistant

Aged Care Employee—level 2

DIRECT CARE

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:

Personal Care Worker Grade 1

Aged care Employee—level 3

GENERAL

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

Indicative tasks performed at this level are:

General and administrative services

Food services

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

Cook

Aged care Employee—level 3

DIRECT CARE

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

Indicative tasks performed at this level are:

Personal Care Worker Grade 2

Recreational / Lifestyle Activities Officer (unqualified)

Aged care Employee—level 4

GENERAL

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.

Indicative tasks performed at this level are:

General and administrative services

Maintenance/Handyperson (qualified)
 Driver (3 ton and over)
 Gardener (trade or TAFE Certificate III or above)

Food services

Senior cook
 (trade)

Aged care Employee—level 4

DIRECT CARE

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.
- holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative tasks performed at this level are:

Personal Care Worker Grade 3

Aged care Employee—level 5

GENERAL

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/clerkal);
- 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

Interpreter (unqualified)

Chef

Aged care Employee—level 5

DIRECT CARE

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:

Personal Care Worker Grade 4

Aged care Employee—level 6

GENERAL

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

Maintenance tradesperson (advanced)
Gardener (advanced)

Food services

Senior chef

Aged care Employee—level 7

GENERAL

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

Interpreter (qualified)
Gardener superintendent
General services supervisor

Food services

Chef /Food services supervisor

Aged care Employee—level 7

DIRECT CARE

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:

Personal Care Worker Grade 5

A-3: HOME CARE EMPLOYEES

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.

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.

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.

A-4: ADMINISTRATIVE SERVICES EMPLOYEES

Administrative Services - Level 1

Characteristics

(a) Employees at this level include initial recruits who have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

(b) Employees at this level perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

(c) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced Employees' work may be subject to checking at all stages. The more experienced Employee may be required to give assistance to less experienced Employees in the same classification.

Typical duties and skills

Indicative typical duties and skills at this level may include:

- (a)** reception or switchboard duties including:
 - (i)** directing telephone callers to appropriate staff;
 - (ii)** issuing and receiving standard forms;
 - (iii)** relaying internal information;
 - (iv)** greeting visitors;
- (b)** maintaining basic records;
- (c)** filing, collating and copying documents;
- (d)** handling or distributing mail including messenger service;

(e) dealing with accounts, invoices, orders and store requisitions through recording, matching, checking and batching;

(f) operating a keyboard and related business equipment in order to achieve the competency in Level 2.

Administrative Services - Level 2

Characteristics

(a) This level caters for Employees who have had sufficient experience or training to enable them to carry out their assigned duties under general direction.

(b) Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the Employee to exercise limited judgment and initiative within the range of their skills and knowledge.

(c) The work of Employees at this level may be subject to final checking and, as required, progress checking.

(d) Employees at this level may be required to check the work or provide guidance to other Employees at a lower level or provide assistance to less experienced Employees at the same level or any combination of one or more of these requirements.

Typical duties and skills

Indicative typical duties and skills at this level may include:

(a) reception or switchboard duties set out in Level 1 and, in addition, responding to enquiries, as appropriate, consistent with their knowledge of the organisation's operations and services or where presentation, or the use of interpersonal skills, is a key aspect of the position;

(b) operation of business equipment including computerised radio or telephone equipment, computers, printing devices, dictaphone equipment and typewriters;

(c) word processing, such as the use of a word processing software package to create, format, edit, correct, print and save text documents such as standard correspondence and business documents;

(d) stenographer or person employed to take shorthand and to transcribe by means of appropriate keyboard equipment;

(e) copy typing and audio typing;

(f) maintenance of records or journals (or both) including initial processing and recording relating to the following:

(i) reconciliation of accounts to balance; and

(ii) incoming or outgoing cheques; and

(iii) invoices; and

(iv) debit or credit items; and

(v) payroll data; and

(vi) petty cash imprest system; and

(vii) letters;

(g) computer applications, including using a software package which may include one or more of the following functions:

(i) create new files and records;

(ii) spreadsheet or worksheet;

(iii) graphics;

(iv) accounting or payroll file;

(v) following standard procedures and using existing models or fields of information;

(h) arrange routine travel bookings and itineraries or make appointments;

(i) provide general advice and information on the organisation's products and services such as at the front counter or by telephone.

Administrative Services - Level 3

Characteristics

(a) Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

(b) Employees at this level require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

(c) Employees at this level may be required to give assistance or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to Employees in Levels 1 and 2 and should be able to train such Employees by means of personal instruction and demonstration.

Typical duties and skills

Indicative typical duties and skills at this level may include:

(a) preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; and posting journals to ledger;

(b) providing specialised advice and information on the organisation's products and services;

(c) responding to clients, the public or suppliers' problems within own functional area utilising a high degree of interpersonal skills;

(d) *applying computer software in order to:

(i) create new files and records;

(ii) maintain computer based records management systems;

(iii) identify and extract information from internal and external sources; or

- (iv) use advanced word processing or keyboard functions;
- (e) arranging travel bookings and itineraries, making appointments, screening telephone calls, responding to invitations, organising internal meetings, establishing and maintaining reference lists or personal contact systems;
- (f) applying specialist terminology and processes in professional offices.

Administrative Services - Level 4

Characteristics

- (a) Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice or information to the organisation and clients in relation to specific areas of their responsibility.
- (b) Employees at this level require only limited guidance or direction and would normally report to more senior staff as required.
- (c) A principal feature, but not a requirement, of this level is supervision of Employees in lower levels in terms of responsibility for the allocation of duties, co-ordination of work flow, checking of progress, quality of work and resolving problems.
- (d) Employees at this level exercise initiative, discretion and judgment at times in performing their duties.
- (e) Employees at this level are able to train Employees in Levels 1-3 by personal instruction and demonstration.

Typical duties and skills

Indicative typical duties and skills at this level may include:

- (a) secretarial and executive support services including:
 - (i) maintaining executive diary; and
 - (ii) attending executive and organisational meetings and taking minutes; and
 - (iii) establishing and maintaining current working and personal filing systems for executive; and
 - (iv) answering executive correspondence from oral or handwritten instructions;
- (b) ability to prepare financial or tax schedules, calculate costings, wage or salary requirements; complete personnel or payroll data for authorisation; reconcile accounts to balance;
- (c) advising or providing information on one or more of the following:
 - (i) employment conditions;
 - (ii) workers compensation procedures and regulations;
 - (iii) superannuation entitlements, procedures and regulations;
- (d) *applying one or more computer software packages to:
 - (i) create new files and records; or

- (ii) maintain computer based management systems; or
- (iii) identify and extract information from internal and external sources; or
- (iv) use advanced word processing/keyboard functions.

Administrative Services - Level 5

Characteristics

- (a) Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.
- (b) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, with the relevant field or fields of their expertise.
- (c) Employees at this level are responsible for their own work and may have delegated responsibility for the work under their control or supervision including scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters:
- (d) Employees at this level would also be able to:
 - (i) train and supervise Employees in lower levels by means of personal instruction and demonstration; and
 - (ii) assist in the delivery of training courses.
- (e) Employees at this level would often exercise initiative, discretion and judgment in the performance of their duties.
- (f) Employees at this level may possess relevant post-secondary qualifications. However, this is not essential.

Typical duties and skills required

Indicative typical duties and skills at this level may include:

- (a) Application of knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;
- (b) application of computer software packages including the integration of complex word processing and desktop publishing, text and data documents;
- (c) providing reports for management in any or all of the following areas:
 - (i) accounts and finances; and
 - (ii) staffing; and
 - (iii) legislative requirements; and
 - (iv) other company activities;
- (d) administering individual executive salary packages, travel expenses, allowances and company transport; administering salary and payroll requirements of the organisation.

SCHEDULE B – NURSES ONLY MAPPING

From Previous Agreements to Classification Structure in This Agreement

The following table shows the mapping from the classification levels within the various current Agreements into the Classification Structure being applied in this Agreement.

PCT AGREEMENT		MAPS TO...	
PCT CLASSIFICATION LEVEL	PAY POINT	PROPOSED CLASSIFICATION LEVEL	PAY POINT
Enrolled Nurse	1	Enrolled Nurse	1
	2		2
	3		3
	4		4
	5		5
Enrolled Nurse Medication Endorsed	1 - applied to EN 5	Enrolled Nurse	6
	2 - applied to RN 1		7
Gerontic Nurse		Registered Nurse Level 1	1
			2
	1		3
	2		4
	3		5
	4		6
	5		7
	6	8	
Clinical Nurse Specialist	1	Registered Nurse Level 2	1
	2		2
	3		3
	4		4
Clinical Nurse Consultant	1	Registered Nurse Level 3	1
	2		2
	3		3
	4		4
Manager Care Services	1		4
Regional Manager / Director of Care	1 - 30 beds	Registered Nurse Level 5	1
	31 - 60 beds		1
	61 - 90 beds		2
	91 - 120 beds		2

SCHEDULE C – Wage Rates

(a) Wage Table – Non-Nursing Employees

MSHC Grade	Classification Level	Award Rate as at 30th June 2023 (with 15% Pay Equity Claim Applied to the Award Rate)	Award Rate as at FFPP after 1st July 2023 with 5.75% Applied	MSHC Base Rate as at FFPP after 1st July 2023#	MSHC Base Rate as at
					FFPP after 1st July 2024 with 3% applied to Year 1 - noting that if the FW NMW Increase is > 3% that rate will be applied to Year 1
				YEAR 1	YEAR 2
1	1 Age Care Employee – General - Level 1				
	Laundry hand; cleaner; assistant gardener; food services assistant; administrative services level 1	\$ 22.67	\$ 23.97	\$ 25.43	\$ 26.19
	2 Age Care Employee – Direct Care - Level 1 (< 3 months)	\$ 26.07	\$ 27.57	\$ 30.58	\$ 31.50
2	1 Aged Care Employee – General - Level 2				
	Laundry hand; cleaner; gardener (non-trade); maintenance / handy person (non-trade); driver (< 3 tonne); food services assistant; administrative services level 2	\$ 23.57	\$ 24.92	\$ 26.18	\$ 26.97
	2 Age Care Employee – Direct Care - Level 2				
	personal care worker grade 1	\$ 27.10	\$ 28.66	\$ 31.46	\$ 32.41

	3	Home Care Level 1	\$ 26.38	\$ 27.89	\$ 30.85	\$ 31.77
3	1	Aged Care Employee – General - Level 3				
		driver (< 3 tonne + St John qual); cook; recreational / lifestyle activities officer; administration level 3	\$ 24.47	\$ 25.88	\$ 26.94	\$ 27.75
	2	Aged Care Employee – Direct Care - Level 3				
		personal care worker grade 2	\$ 28.15	\$ 29.76	\$ 32.36	\$ 33.33
4	1	Aged Care Employee – General (most senior) - Level 4				
		senior cook (trade) (if this is highest level);	\$ 28.47	\$ 30.11	\$ 32.65	\$ 33.63
	2	Aged Care Employee – Direct Care - Level 4				
		personal care worker grade 3	\$ 28.47	\$ 30.11	\$ 32.65	\$ 33.63
	3	Aged Care Employee – General – Level 4				
		gardener (trade); maintenance / handy person (trade); driver (+ 3 tonne); senior cook (trade);	\$ 24.76	\$ 26.18	\$ 27.19	\$ 28.01
	4	Home Care Level 2 PP1	\$ 27.90	\$ 29.51	\$ 32.15	\$ 33.12
	5	Home Care Level 2 PP2	\$ 28.09	\$ 29.71	\$ 32.36	\$ 33.33
5	1	Aged Care Employee – General (most senior) - Level 5				
		senior cook (trade) (if this is highest level);	\$ 29.44	\$ 31.13	\$ 33.46	\$ 34.46
	2	Aged Care Employee – Direct Care - Level 5				
		personal care worker grade 4	\$ 29.44	\$ 31.13	\$ 33.46	\$ 34.46
	3	Aged Care Employee – General – Level 5				
		Interpreter; Chef; Administrative Services Level 4	\$ 25.60	\$ 27.07	\$ 27.88	\$ 28.72
	4	Home Care Level 3 PP1	\$ 28.48	\$ 30.11	\$ 32.65	\$ 33.63
	5	Home Care Level 3 PP2	\$ 29.36	\$ 31.04	\$ 33.46	\$ 34.46

6	1	Aged Care Employee – General (most senior) - Level 6				
		senior cook (trade) (if this is highest level);	\$ 31.03	\$ 32.81	\$ 34.82	\$ 35.87
	2	Aged Care Employee – Direct Care - Level 6	\$ 31.03	\$ 32.81	\$ 34.29	\$ 35.32
	3	Aged Care Employee – General – Level 6				
		Maintenance tradesperson (advanced); gardener (advanced)	\$ 26.98	\$ 28.53	\$ 29.05	\$ 29.92
7	1	Aged Care Employee – General (most senior) - Level 7				
		senior cook (trade) (if this is highest level);	\$ 31.59	\$ 33.40	\$ 35.29	\$ 36.35
	2	Aged Care Employee – Direct Care - Level 7				
		Personal care worker grade 5	\$ 31.59	\$ 33.40	\$ 35.29	\$ 36.35
	3	Aged Care Employee – General – Level 7				
		Administration level 5; interpreter (qualified); gardener superintendent; general services supervisor	\$ 27.47	\$ 29.05	\$ 29.45	\$ 30.33

Means impacted by the Aged Care Pay Equity Decision

Which is 3% applied to the Swansea base if the classification is not highlighted green, or Aged Care Pay Equity plus FW Increase plus \$0.77 per hour applied to Swansea base if classification is highlighted green

(b) Wage Table – Nursing Employees

		Award Rate as at 30th June 2023 (with 15% Pay Equity Claim Applied to the Award Rate at E)	Award Rate as at FFPP after 1st July 2023 with 5.75% Applied	MSHC Base Rate as at FFPP after 1st July 2023#	MSHC Base Rate as at FFPP after 1st July 2024 with 3% applied to Year 1 - noting that if the FW NMW Increase is > 3% that rate will be applied to Year 1
				YEAR 1	YEAR 2
Enrolled Nurse	1	\$ 29.00	\$ 30.67	\$ 31.44	\$ 32.38
	2	\$ 29.38	\$ 31.08	\$ 31.85	\$ 32.81
	3	\$ 29.77	\$ 31.49	\$ 32.26	\$ 33.22
	4	\$ 30.21	\$ 31.94	\$ 32.71	\$ 33.69
	5	\$ 30.51	\$ 32.26	\$ 33.03	\$ 34.02
	6	\$ 30.51	\$ 32.26	\$ 40.07	\$ 41.28
	7	\$ 31.03	\$ 32.81	\$ 40.71	\$ 41.94
Registered Nurse Level 1	1	\$ 31.03	\$ 32.81	\$ 38.89	\$ 40.06
	2	\$ 31.66	\$ 33.48	\$ 40.48	\$ 41.70
	3	\$ 32.44	\$ 34.31	\$ 42.07	\$ 43.33
	4	\$ 33.30	\$ 35.22	\$ 43.61	\$ 44.92
	5	\$ 34.33	\$ 36.30	\$ 45.18	\$ 46.54
	6	\$ 35.32	\$ 37.35	\$ 46.78	\$ 48.18
	7	\$ 36.34	\$ 38.43	\$ 48.41	\$ 49.86
	8	\$ 37.28	\$ 39.43	\$ 50.04	\$ 51.54

Registered Nurse Level 2	1	\$ 38.27	\$ 40.47	\$ 51.50	\$ 53.04
	2	\$ 38.88	\$ 41.12	\$ 52.54	\$ 54.11
	3	\$ 39.56	\$ 41.83	\$ 53.59	\$ 55.19
	4	\$ 40.20	\$ 42.52	\$ 54.65	\$ 56.29
Registered Nurse Level 3	1	\$ 41.50	\$ 43.89	\$ 56.60	\$ 58.30
	2	\$ 42.26	\$ 44.69	\$ 57.79	\$ 59.52
	3	\$ 42.99	\$ 45.46	\$ 58.96	\$ 60.73
	4	\$ 43.77	\$ 46.28	\$ 60.15	\$ 61.96
Registered Nurse Level 4	1	\$ 47.37	\$ 50.54	\$ 51.31	\$ 52.85
	2	\$ 50.76	\$ 53.23	\$ 54.07	\$ 55.69
	3	\$ 53.72	\$ 56.81	\$ 57.58	\$ 59.30
Registered Nurse Level 5	1	\$ 47.79	\$ 50.54	\$ 51.31	\$ 52.85
	2	\$ 50.34	\$ 53.23	\$ 54.00	\$ 55.62

Means impacted by the Aged Care Pay Equity Decision

Which is 3% applied to the Swansea base if the classification is not highlighted green, or Aged Care Pay Equity plus FW Increase plus \$0.77 per hour applied to Swansea base if classification is highlighted green

22nd September 2023

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3042

Applicant: May Shaw Health Centre Inc

Dear Commissioner Lee,

Re: Section 185 – Application for approval of May Shaw Health Centre Inc Enterprise Agreement 2023, Undertakings – Section 190

I, Stacey Alexander, Senior Human Resources Consultant, have the authority given to me by May Shaw Health Centre Inc to give the following undertakings with respect to the May Shaw Health Centre Inc Enterprise Agreement 2023 ("the Agreement"):

1. May Shaw Health Centre undertakes that clause 49 (b) (iii) (B) Shift Worker Non-Nursing will not be applied for the duration of the agreement. Clause 49 (b) (iii) (B) will be read and applied as:

(iii) Shift-worker – Non-Nursing

(B) For the purposes of the NES and this sub-clause (b) (iii) a shift-worker (non-nursing) is defined as:

- i. an Employee who is not employed in the nurse classifications of this Agreement at Schedule A; and
- ii. 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 (Ordinary Hours of Work); and/or
- iii. an Employee who works for more than four (4) ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues; and/or
- iv. an Employee, who is a home care Employee, who works at least eight (8) 24-hour care shifts in a client's home in accordance with clause 21 (b) (ii) (Span of Hours – Day Workers – Home Care Employees) during the yearly period in respect of which their annual leave accrues.

2. May Shaw Health Centre undertakes that clause 49 (b) (iv) (B) Shift Worker Non-Nursing will not be applied for the duration of the agreement. Clause 49 (b) (iv) (B) will be read and applied as:

(iv) Shift-worker – Nursing

(B) For the purposes of the NES and this sub-clause (iv) (A), a shift-worker (nursing) is defined as:

- i. an Employee who is employed in the nurse classifications of this Agreement at Schedule A; and
- ii. an Employee who is regularly rostered over 7 days of the week; and/or
- iii. an Employee who works for more than four (4) ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues.

3. May Shaw Health Centre undertakes that clause 11 (g) (iii) Casual Employment will not be applied for the duration of the agreement. Clause 11 (g) (iii) will be read and applied as:

(g) Casual Employment

- (i) For the purpose of this clause and Agreement, casual means an employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (ii) **A casual employee's engagement is by the hour.**
- (iii) For each hour worked, including each hour of approved overtime worked, a casual employee must be paid the following:

- (A) The minimum hourly rate applicable to their classification and pay point; or
- (B) 1/38th of the **weekly rate appropriate to the employee's classification; and**
- (C) a loading of 25% of that rate will be paid instead of paid annual leave, personal/**carer's leave and an entitlement to** payment for public holidays not worked.

This is the casual hourly rate.

- 4. May Shaw Health Centre undertakes that clause 22 (f) Overtime Payment – Nurses (Day Workers)- Casual Employees will not be applied for the duration of the agreement. Clause 22 (f) will be read and applied as:

(f) Overtime Payment – Nurses (Day Workers)- Casual Employees

For all time worked by casual Nurse Day workers in accordance with sub-clause (d) above the following overtime rates will be paid on the casual hourly rate, inclusive of the casual loading as defined at clause 11 (g) (iii):

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)
Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

- 5. May Shaw Health Centre undertakes that clause 22 (g) Overtime Payment – Home care employees (day workers) will not be applied for the duration of the agreement. Clause 22 (g) will be read and applied as:

(g) Overtime Payment – Home Care Employees (Day Workers)

- (i) For all time worked by Home Care Employees in accordance with sub-clause (a) above the following overtime rates will be paid, inclusive of the casual loading as defined at clause 11 (g) (iii):

Monday to Saturday	First two (2) hours	Time and one half (150%)
	After two (2) hours	Double time (200%)

Sunday	All time	Double time (200%)
Public Holidays	All time	Double time and one half (250%)

6. May Shaw Health Centre undertakes that clause 22 (h) Overtime Payment – Non-Nurse Employees (Day Workers – Casual) (excluding all Home Care Employees) will not be applied for the duration of the agreement. Clause 22 (h) will be read and applied as:

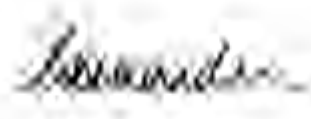
(h) Overtime Payment – Non-Nurse Employees (Day Workers – Casual) (excluding all Home Care Employees)

- (i) For all time worked by casual non-nurse Employees in accordance with sub-clause (a) above the following overtime rates will be paid, inclusive of the casual loading as defined at clause 11 (g) (iii):

Monday to Friday	First two (2) hours	187.5%
	After two (2) hours	Double time and one half (250%)
Saturday and Sunday	All time	Double time and one half (250%)
Public Holidays	All time	312.5%

- (ii) The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11 (f) (iii) (C) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for fulltime and part-time Employees prescribed at sub-clause (h).

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



Signature

22/09/2023

Date