



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Masonic Care Tasmania Incorporated
(AG2017/4905)

MASONIC CARE TASMANIA (NORTH) NURSES AGREEMENT 2017

Tasmania

COMMISSIONER LEE

MELBOURNE, 19 JANUARY 2018

Application for approval of the Masonic Care Tasmania (North) Nurses Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Masonic Care Tasmania (North) Nurses Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Masonic Care Tasmania Incorporated. The Agreement is a single enterprise agreement.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 January 2018. The nominal expiry date of the Agreement is 31 January 2019.



COMMISSIONER

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Annexure A



17 January 2018

Commissioner Lee
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

Dear Commissioner Lee

AG2017/4905 - Masonic Care Tasmania (North) Nurses Agreement 2017

We refer to the above application by Masonic Care Tasmania regarding the Masonic Care Tasmania (North) Nurses Agreement 2017 (**Agreement**) and to your email dated 10 January 2018.

Masonic Care Tasmania provides the following undertaking:

"For the purposes of clause 24.2 of the Agreement, Masonic Care Tasmania undertakes that:

- (a) *Employees that are defined as shift workers are entitled to an additional week of annual leave.*
- (b) *For the purposes of the NES a shift worker is defined as either (whichever definition has the most benefit to an employee):*
 - (i) *An employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 12(b); and/or*
 - (ii) *An employee who works for more than four ordinary hours on 10 or more weekends; and/or*
 - (iii) *An employee who:*
 - (A) *is regularly rostered over seven days of the week; and*

Chief Executive

General Manager

Human Resources Manager

Administrative Services

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(B) regularly works on weekends

NOTE: For the purposes of Clause 24.(b), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week."

Please let me know if we can assist further.

Yours faithfully

For and on behalf of Masonic Care Tasmania

A handwritten signature in dark ink, appearing to read 'Belinda Beltz'.

Belinda Beltz
Executive Director People & Culture

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.



MASONIC CARE TASMANIA (NORTH)

NURSES AGREEMENT 2017

This is an Enterprise Agreement as provided by Part 2-4 of the *Fair Work Act 2009*.

1 Title of Agreement

This is the Masonic Care Tasmania (North) Nurses Agreement 2017 ('the Agreement').

2 Arrangement

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3 Commencement and Nominal Expiry

This Agreement will commence seven days after the date of approval by the Fair Work Commission.

The Agreement has a nominal expiry of 31 January 2019 and shall remain in operation until at least that date, unless otherwise terminated or varied beforehand 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* as amended.

4 Application

This Agreement covers the wages and conditions of nursing staff employed by Masonic Care Tasmania Incorporated located in the North.

5 Parties to the Agreement

The parties covered by this Agreement are:

- (a) Masonic Care Tasmania Incorporated ('the employer');
- (b) All nursing staff employed by the employer in positions classified in this Agreement;
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (d) The Health Services Union, Tasmania Branch.

6 Agreement - Complete Conditions of Employment

This Agreement during its life supersedes and replaces in their entirety all provisions of the Nurses Award 2010 and any other awards or agreements (whether registered or unregistered) custom and practice and like arrangements. Other than individual flexibility arrangements reached in accordance with Clause 36 of this Agreement, this Agreement is intended to cover all matters pertaining to the employment relationship.

The parties recognise that workplace entitlements are provided for in the National Employment Standards (NES). The NES provides a set of minimum standards that 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.

7 Termination of Employment

Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:

- (a) inform the employee that the termination of their employment is being considered;
- (b) advise the employee of the reasons for termination; and
- (c) provide the employee with an opportunity to show cause why their employment should not be terminated.

An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness/support person present. The witness/support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.

Subject to dismissal for serious misconduct, employment, other than the employment of a casual, will be terminated by the employer or the employee on the provision of the applicable notice as set out in this agreement, or by the payment by the employer, or forfeiture by the employee, of wages in lieu of notice.

The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.

In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the *Fair Work Act 2009*.

It is the intention of this clause that both the employer and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages.

1. Notice of termination

- | | | | | | | | | | |
|---|--|-------------------------------------|---------------------------------|---------------|---------|---|---------|-------------------|---------|
| (a) | <table border="0"><tr><td><u>Period of Continuous Service</u></td><td><u>Minimum Period of Notice</u></td></tr><tr><td>Up to 3 years</td><td>2 weeks</td></tr><tr><td>More than 3 years but not more than 5 years</td><td>3 weeks</td></tr><tr><td>More than 5 years</td><td>4 weeks</td></tr></table> | <u>Period of Continuous Service</u> | <u>Minimum Period of Notice</u> | Up to 3 years | 2 weeks | More than 3 years but not more than 5 years | 3 weeks | More than 5 years | 4 weeks |
| <u>Period of Continuous Service</u> | <u>Minimum Period of Notice</u> | | | | | | | | |
| Up to 3 years | 2 weeks | | | | | | | | |
| More than 3 years but not more than 5 years | 3 weeks | | | | | | | | |
| More than 5 years | 4 weeks | | | | | | | | |
| (b) | Notice of termination or payment in lieu is provided for in the NES. Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for the employer. | | | | | | | | |
| (c) | Casuals are to be given notice to the end of the current shift worked. | | | | | | | | |

2. Notice of termination by an employee

The notice of termination required to be given by an employee is 2 weeks however an employee whose continuous service is less than 1 year is to give 1 week notice.

8 Casual Employees

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including an average of 38 ordinary hours per week. The work pattern will be irregular

and unpredictable except in the case where the casual employee is replacing another employee on leave.

- (b) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading will be paid instead of the paid leave entitlements accrued by full-time and part-time employees.
- (c) Loading percentage will be 25%.
- (d) Casual employees must be paid the applicable penalty rates for working Saturday, Sunday and Public Holidays as fulltime and part time employees.
Casual loading is paid for all hours worked, however it is added to and not compounded by any applicable penalty rate.
e.g. Base rate of pay for classification is \$24. Casual loading is 25% and Saturday penalty is 50%. Then the calculation is: $\$24 \times 75\% = \42.00
- (e) The minimum engagement for a casual employee is two hours.
- (f) A casual employee engaged to work a shift will be given a minimum 12 hours' notification if the shift is to be cancelled or be paid for two hours at ordinary time casual rates.
- (g) Casual Conversion
 - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - (A) On a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
 - (B) On a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
 - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

9 Full-Time Employees

A full-time employee is one who is engaged to work an average of 38 hours per week over a 76 hour two week period.

10 Part-Time Employees

- (a) A part-time employee is an employee who is engaged to work less than full-time hours per week and has reasonably predictable hours of work each week.
- (b) Before commencing employment, the employer and employee will agree in writing on a minimum number of hours of work and the rostering arrangements which will apply to those hours provided rostering arrangements can be changed in accordance with Clause 23 of this Agreement.
- (c) Any agreed variation to the minimum number of hours of work and rostering arrangements will be in writing.

- (d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are an average of 38.
- (e) 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 hours the employee would have worked on the day or days on which the leave was taken.
- (f) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their guaranteed minimum number of hours then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) If the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only (eg due to the specific needs of a resident or client)

Any adjusted guaranteed minimum number of hours resulting from a review by the employer should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11 38 Hour Week / 19 Day Month

- (a) The employer will endeavour to retain a 38 hour week in the form of one paid day off in every consecutive period of four working weeks (the '19 day month').
However, where an employer encounters operational difficulties in retaining the 19 day month, discussion may take place with the employee representative on an alternative method of retaining the 19 day month. In the event of disagreement, the matter shall be referred to the Commission. The onus in those proceedings is on the employer to prove the 19 day month creates operational difficulties.
- (b) The paid day off accrued under the nineteen day month is to be rostered to fall on a weekday i.e. Monday to Friday, and the employer will endeavour to ensure that the accrued day off is rostered to fall either the day before or the day after rostered days off.
- (c) In the calculation of overtime rates, afternoon and night shift allowances, and the additional rates for work performed on Saturdays, Sundays and public holidays, the rates shall be calculated at the relevant hourly rate.
- (d) Where on a working day an employee is absent without pay, 24 minutes for each such day of absence shall be deducted from payment of the employee's accrued day off.
- (e) Public holidays taken accrue towards an accrued day off.
- (f) Days of paid absence on public holidays and bereavement leave count toward payment of the accrued day off.
- (g) Where an accrued day off falls on a public holiday, a substituted accrued day off shall be granted and taken as soon as possible.

12 Hours of Work – Day Workers

- (a) The ordinary weekly hours of work for full-time employees are 38.

- (b) The ordinary hours of work specified in (a) above are to be worked over five days, Monday to Friday in continuous periods of eight hours per day between 7.00am and 7.00pm.
- (c) Make Up Time
An employee may elect, with the agreement of the employer, to work make-up time under which the employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

13 Classifications

Classification definitions – Schedule A - Attached to this Agreement

Wage Rates – Schedule B - Attached to this Agreement

14 Salaries

During the nominal life of this Agreement wage rates will increase as outlined in Schedule B.

15 Superannuation

- (a) For the purpose of this clause and this Agreement the nominated fund means the Health Employees Superannuation Trust Australia (HESTA) or any successor.
- (b) Superannuation contributions for each eligible employee are to be made to a fund of the employee's choice as specified in writing by the employee. The contribution made by the employer must not be less than in accordance with and as specified in the Superannuation Guarantee (Administration) Act 1992.
- (c) In circumstances where eligible employees do not inform the employer of their choice of superannuation fund the employer will remit the appropriate contributions for such employees to the nominated fund.
- (d) Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.
- (e) Superannuation contributions shall be made as a minimum, on a monthly basis.

16 Salary Packaging and Salary Sacrifice

- (a) The rate of pay applicable to each classification specified in the wage rates of this Enterprise Agreement may be packaged in accordance with the employer's salary packaging program.
- (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.
The terms and conditions of such a package are subject to the following provisions:
 - (i) 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.
 - (ii) Non Salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to employee's annual or other leave with pay; including long service leave.

- (c) 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.
- (d) 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 the Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as cash wage benefit.
- (e) Superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time must be calculated on the wage rates in this Enterprise Agreement as if no salary packaging agreement was in place.
- (f) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place.
- (g) 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.
- (h) Any increases to wage rates contained in this Agreement shall be payable to employees covered by a salary packaging agreement; such increase to be applied to the base rate of pay before salary packaging.
- (i) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wage and benefit, than currently provided for in this Agreement.
- (j) 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 Agreement conditions, 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

- (k) That 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.
- (l) Salary packaging for all employees covered by this Agreement shall only be entered into as provided for by this Clause.
- (m) By agreement with the employer, an employee may also sacrifice an amount of wage, which would otherwise be payable in accordance with Wage Rates of this Agreement, and have that sacrificed amount contributed to a superannuation fund. Where applicable the provisions of this Clause shall apply to salary sacrifice arrangements.

17 Long Service Leave

Long service leave entitlements shall be in accordance with the *Long Service Leave Act Tasmania 1976* (as amended). Transitional arrangements referring to staggering of taking accrued long service leave do not apply under this Agreement. Employees with 10 or more years of continuous employment as defined under the *Long Service Leave Act 1976* (as amended), are eligible immediately to take long service leave subject to application and subject to the organisational needs of the employer.

18 Allowances

(a) Higher duties and in-charge allowance

An employee who, for a period of five 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.

- (i) A Registered Nurse Level 1 or Level 2 who for more than half a shift is required to assume charge of a care unit shall be paid an in-charge allowance of \$35 (2017) and \$35.70 (2018) for each shift worked.
- (ii) In the case of a night shift where the in-charge allowance of \$44.11 (2017) and \$44.99 (2018) shall be paid for each shift worked.

PROVIDED THAT the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.

PROVIDED FURTHER THAT there is no entitlement to this payment if a Registered Nurse Level 3 or above is rostered for duty at the same time and in the same unit.

(b) Post graduate qualification allowance

- (i) A Registered Nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows:
 - (A) for a post graduate hospital or post graduate certificate – 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;
- (ii) An Enrolled Nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows:
 - (A) for a postgraduate certificate – 4% of the relevant hourly rate of pay.
 - (B) for an advanced diploma of enrolled nursing, however titled, shall be paid an allowance of 6.5% of the relevant hourly rate of pay.

PROVIDED THAT an employee is entitled to payment of only one qualification allowance.

PROVIDED FURTHER THAT payment of an allowance under this sub-clause is dependent upon the qualification being:

- (A) an approved AHPRA course;
 - (B) relevant to the employee's current area of practice;
 - (C) a qualification which is required by the employer; and
 - (D) one that is used in the performance of the employee's work.
- (iii) A post graduate qualification allowance paid in accordance with this clause shall be taken into account in calculating overtime and annual leave payments.

(c) Preceptor allowance

A Registered Nurse Level 1 or a Registered Nurse Level 2 who acts as a preceptor shall be paid an allowance of \$3.86 (2017) and \$3.94 (2018) per hour for all time spent so acting, subject to the following:

- (i) To be eligible for the preceptor allowance, the Registered Nurse must have completed a course of training applicable to training instruction and assessment (eg: Cert IV Training and Assessment qualification) which may or may not have been sponsored by the employer, but is accepted as suitable by the employer.
- (ii) The employer will pay all course fees and provide time off without loss of pay to attend or complete employer approved preceptor training, where the employer requires a Registered Nurse to act in a Preceptor capacity.

(d) Training orientation shift allowance

Training Orientation employees providing training on identified orientation shifts for new staff will be eligible for a payment of \$1.35 per hour (2017) and \$1.38 per hour (2018) in addition to their base rate of pay for time spent training on such shifts (maximum 2 shifts per inductee).

To be eligible for the training orientation shift allowance, the mentoring employee must have completed a course of training applicable to training instruction (eg: train the trainer) which may or may not have been sponsored by the employer, but is accepted as suitable by the employer.

(e) Meal allowance when required to work away from usual workplace

Where employees are required to travel away from their usual worksite and are more than 16 kilometres away from that worksite at their usual meal time, they are to be paid a meal allowance for any meal purchased as follows:

• Breakfast	\$26.34
• Lunch (or midday meal)	\$29.58
• Dinner (or evening meal)	\$53.69

(f) Uniforms, protective clothing, equipment and materials

Where the employer requires an employee to wear rubber gloves, special clothing or where safety equipment or materials are required for the work performed by an employee, the employer will provide at no cost to the employee suitable clothing, equipment and materials. This includes wet weather clothing for community services care workers and maintenance personnel where they are required as part of their role to work periodically outside in times of inclement weather

Employees required by the employer to wear uniforms will be supplied with sufficient, suitable and serviceable uniforms appropriate to the occupation free of cost to employees. It is in the interest of both the employer and individual employees to replace worn or damaged uniform articles, and the employer will replace such items on an as needs basis free of charge unless it is deemed by the employer that the employee's replacement level is excessive in comparison to other employees doing similar work and similar hours.

An employee, on leaving the service of the employer, shall return any uniform or parts thereof provided, or be invoiced by the employer for the cost of unreturned items.

(g) Driving licence allowance

An employee directed by the employer to drive vehicles requiring a special licence in addition to a car licence (eg: Heavy Rigid or Passenger Bus) issued by the Department of Roads and Transport, Motor Registry, shall, upon presentation of his/her current licence to the employer, be reimbursed the cost of the special/additional driver's annual licence fee.

To avoid doubt, the employer will not reimburse the annual licence fee for any car licence.

(h) Part-time and casuals

All weekly based allowance amounts will be paid pro-rata to part-time and casual employees for the number of ordinary hours worked in the week the allowance was applicable, on the basis that the ordinary weekly hours of work for full-time employees are 38.

(i) Allowance increases

All allowances and figures in the allowance clause of this agreement will increase at the same time and at the same percentage as agreed for wages increases.

(j) Allowances not to be taken into account

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

Post Graduate allowances only, will also be included for the calculation of annual leave payments.

(k) National Criminal History Record Check

(i) Operators of aged care services are required to ensure staff, contractors and volunteers, who have, or are reasonably likely to have access to care recipients, undergo a national criminal history record check, commonly known as a police check.

(ii) All costs associated with providing such evidence (police checks) are the responsibility of the individual employees and prospective employees.

19 Payment of Wages

(a) Wages are to be paid fortnightly and not later than Thursday of the week of payment.

(b) Method of payment

Wages must be paid by electronic funds transfer or some other method agreed by the employer into the bank or financial institution account nominated by the employee.

(c) **Termination**

When notice of termination of employment has been given by an employee or **an employee's services have been terminated by an employer, payment of all wages and other moneys owing to an employee will be made to the employee by no later than the next immediate pay day following the last day of work.**

(d) **Overpayments**

Where the employer has overpaid an employee, the amount of over payment will be treated in the same way as an advance payment and the employer shall notify the employee in writing of such overpayment and how such overpayment is made up. The employer will recover such amounts as soon as is reasonable, dependant on the size of the overpayment and the circumstances of the employee after consultation with the employee and authorisation given for deductions to commence.

(e) **Late payment of wages – fees**

Where the employer is responsible for a delay in payment of wages beyond close of business on pay day, and that delay results in an employee being charged fees or penalties by his or her nominated bank or financial institution, the employer will reimburse the employee for any such fees or penalties so charged. The onus will be on the employee to provide evidence of such charges or fees having been incurred as a result of the delay

20 Breaks

(a) **Meal breaks**

Each shift worker who works in excess of five hours will be entitled to a paid meal break of 30 minutes, to be taken at a mutually agreed time after commencing work. By mutual agreement between the employer and the employee, an employee will be allowed to extend their paid 30 minute meal break by up to a further unpaid 30 minutes each day. Day workers are entitled to an unpaid meal break after 5 hours of work, between 30 minutes and one hour duration, as agreed between the employee and employer.

(b) **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 7.5 hours or more.
- (ii) Where less than 7.5 ordinary hours are worked, employees will be allowed one 10 minute interval in each complete four hour period.
- (iii) Tea breaks will count as time worked.

21 Overtime

(a) **Requirement to work reasonable overtime**

Subject to the following, an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.

An employer must not request or require an employee to work more than the following number of hours in a week unless the additional hours are reasonable:

- (i) for a full-time employee – 38 hours; or
- (ii) for an employee who is not a full-time employee – the lesser of:
 - (A) 38 hours

(B) the employee's ordinary hours of work in a week

Employee may refuse to work unreasonable additional hours.

- (b) The employee may refuse to work additional hours (beyond those referred to in paragraph (a)(i) or (a)(ii) if they are unreasonable.
- (c) In determining whether additional hours are reasonable or unreasonable for the purposes of

 - (i) any risk to the employee's health and safety from working the additional hours;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the employer in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms included in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee
 - (x) any other relevant matter.
- (d) **Overtime is payable where a day worker (full-time, part-time or casual):**

 - (i) works in excess of eight hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight;
 - (iii) works outside the spread of ordinary hours (7.00am to 7.00pm)

or where a shift worker works hours in excess of:

 - (iv) eight hours per shift (or 10 hours where applicable); and/or
 - (v) 152 hours in any 28 day accounting period.
- (e) **Payment for working overtime**

 - (i) The penalty for working overtime (applied to the base rate of pay) is as follows:

 - (A) Monday to Saturday – time and a half for the first two hours and double time thereafter.
 - (B) Sunday – double time.
 - (C) Public holidays – double time and a half for day workers and double time for shift workers.
 - (ii) The overtime penalties in this subclause are paid in substitution for and not cumulative upon shift, weekend and other penalty amounts prescribed elsewhere in this Agreement.
 - (iii) Overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.

(f) **Eight hour break after working overtime**

- (i) When overtime is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.
- (ii) Where the employer directs an employee to resume or continue work without having had eight consecutive hours off duty, the shift will be paid at overtime rates until the employee is released from duty for such period. The employee will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(g) **Meal break when required to work overtime**

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

22 On-Call Arrangements

(a) **Call Back**

An employee (other than in a community care setting) 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:

- (i) for the first recall a minimum payment of the equivalent of four hours at the relevant overtime rate; and
- (ii) for any subsequent recall a minimum payment of the equivalent of three hours at the relevant overtime rate

Time reasonably spent in getting to and from work is to be regarded as time worked.

Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

(b) **Close Call**

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.

An employee may be required by the employer to remain on close call.

An employee required to remain on close call shall:

- (i) if not required to commence work be paid a minimum payment **equivalent to six hours at the employee's relevant rate; or**
- (ii) if required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in (a) above.

(c) **On call (Community Care)**

An employee who is required to remain on call in a community care role, will be paid \$15 per week day (Monday to Friday) or \$20 per weekend day (Saturday and Sunday) and pro-rata thereof, for each part day they are required to be on call.

Where an employee employed in a community care role rostered to be on call is recalled to work payment is to be as below:

At the relevant overtime rate for a minimum of 2 hours regardless of the duration of the recall. Each subsequent recall is to be treated the same.

23 Shift Workers

(a) Shift work, Saturdays and Sundays

- (i) Shiftworkers are employees required to work on a roster outside the spread of hours as described in sub-clause 12(b), however excludes work performed outside of hours that is paid as overtime.
- (ii) The ordinary hours of work for shiftwork employees will be an average of 38 hours per week and will not exceed:
 - (A) eight hours per shift; or
 - (B) 10 hours per shift (where an employee has agreed to work 10 hour shifts); and
 - (C) 152 hours in any 28 day accounting period.
- (iii) Employees working afternoon or night shift will be paid the following percentages in addition to the applicable base rate for such shift:
 - (A) Afternoon shift – those employees rostered to work outside of the ordinary hours of a day worker, not fitting the definition of night shift – specifically any shift that ends after 7pm and at or before 11pm. 15% shift loading.
 - (B) Night shift – rostered to work some or all hours between 11 pm and 7am. 17.5% shift loading.
- (iv) An employee entitled to a shift allowance under this clause will be paid the shift allowance for the entire shift.

(b) Saturday and Sunday penalties

Saturday work -150%

- (i) A shift worker, for working ordinary hours on a Saturday, will be paid at the rate of time and one half of the employee's base rate for all hours worked on that day, however, the rates are in substitution for and not cumulative upon any other shift penalty.

Sunday work - 200%

- (ii) A shift worker, for working ordinary hours on a Sunday, will be paid at the rate of double time of the employee's base rate for all hours worked on that day, however the rates are in substitution for and not cumulative upon any other shift penalty.

(c) Broken or split shifts

Broken shifts are by mutual agreement between the employer and the employee only; payment is for the time worked only, and shift penalties will apply for those hours worked outside the ordinary span. Where the spread of hours for a broken shift exceeds 12 hours, those hours above 12 will attract overtime.

(d) Rosters

The roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.

- (i) The roster will be based on a 28 day cycle and will be displayed at least two weeks prior to the commencing date of the first working period in any roster, provided it is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.

- (ii) Rostered employees, other than a casual employee, will be entitled to eight full days free from work in each 28 day cycle. Where practicable, two days off in each seven day cycle, and where practicable days off will be consecutive.
 - (iii) There will be at least nine hours between the completion of a shift and the commencement of another shift for any employee except a casual, unless by mutual agreement between the employer and employee, this time is agreed to be eight hours on any individual occasion.
- (e) **Changes to rosters**
- (i) Unless mutually agreed, 28 days' notice will be given by the employer of a change in a roster. Mutually agreed includes where a part-time employee accepts more hours to cover shift requirements.
 - (ii) Where occasion arises that due to illness, or in an emergency, or for **any other reason beyond the employer's control**, an employee is absent and no replacement employee has volunteered to accept additional hours or change roster times, then the roster may be altered at any time to enable the service of the organisation to be carried out.
 - (iii) Part-time staff have priority over casuals for temporary additional hours that become available as a result of other staff taking leave. Part time staff must indicate in writing to "payroll" availability for such additional hours.
- (f) **Relief staff**
- Staff required to provide relief on accrued days off are to be regarded as shift workers for all purposes of this Agreement except for an entitlement to additional annual leave.
- (g) **Handover**
- A maximum of 15 minutes per shift will be paid for handover. No extra payments will be made if handover time is greater on any occasion. The rate of pay for the handover is the same rate that applies to the shift worked, and no overtime will be paid.
- (h) **Daylight saving**
- At the changeover of time consequent upon daylight saving in each year:
- (i) employees shall be paid for actual time worked irrespective of the length of the shift; and
 - (ii) employees paid in accordance with (h)(i) are not entitled to payment for the one hour lost.

24 Annual Leave

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

24.2 Quantum of annual leave

- (a) For the purposes of the NES a shiftworker is defined as:
 - (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 24.2(a); and/or
 - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.
- (b) For the purpose of the clause 24.2(a), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

24.3 Annual Leave Loading

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

24.4 Annual leave in advance

- (a) 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.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which the leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) The employer must keep a copy of any agreement under clause 24.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.4, 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.

24.5 Payment in Lieu of Annual Leave

- (a) An employee may request in writing a payment in lieu of annual leave provided that the employee's accrued leave following payment is at least four weeks.
- (b) Any payment made in lieu of annual leave is to include payment for any applicable leave loading, or projected roster penalties that would have been payable if the leave was taken and not paid in lieu. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.
- (c) Each agreement to cash out a particular amount of paid annual leave must be by agreement in writing between the parties.

24.6 Excessive leave accruals: general provision

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2(a)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- (c) Clause 24.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

24.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

24.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 24.7(a) that, when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or

- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
 - (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2(a)) in any period of 12 months.
 - (e) The employer must grant paid annual leave requested by a notice under paragraph (a).
- 24.9 (a) During a period of annual leave, a shift worker including a part time shift worker, where it cannot be determined if they would have worked a Public Holiday or not which falls due during the annual leave period, shall have a day (pro rata) based on average hours worked over the past 3 months, added to a bank separate from annual leave to be taken at a later time agreed between the employer and employee.
- (b) Notwithstanding sub clause (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.

25 Personal / Carer's Leave

(a) Entitlement to paid personal / carer's leave

- (i) For each year of service with the employer the employee is entitled to 20 days of paid personal/carers leave.
- (ii) An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year

(b) Taking of personal / carer's leave

An employee may take paid personal/carers leave:

- (i) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (ii) 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) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member
- (iii) The notice and evidence requirements of this Clause below must be complied with.

(c) Payment of paid personal / carer's leave

If an employee takes a period of paid personal/carers leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Meaning of base rate of pay

The *base rate of pay* is the rate of pay payable to the employee for his or her ordinary hours of work, but not including any of the following:

- (i) loadings;

- (ii) monetary allowances;
 - (iii) overtime or penalty rates;
 - (iv) any other separately identifiable amounts.
- (d) Notice and evidence requirements**
- (i) Notice:**
 - (A) An employee must give the employer notice of the taking of leave under this clause.
 - (B) The notice:
 - (1) must be given to the employer as soon as reasonably practicable (which may be at a time before or after the leave has started); and
 - (2) must advise the employer of the period, or expected period, of the leave.
 - (ii) Evidence**

Paid Personal leave

An employee who has given the employer notice of the taking of leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that if it is paid personal leave, the leave is taken for reason of a personal illness, or personal injury, affecting the employee:

 - (A) Five days per year, in periods not including any consecutive days, nor days that follow or precede a public holiday, annual or other leave, shall be accessible without the onus of proof on the employee, except at the discretion of the employer where prior written notification was given to the employee requesting that proof of personal leave will be required on a case by case basis.
 - (B) Certification from a medical practitioner, statutory declaration or other such proof as accepted by the employer, will be acceptable as proof of illness or injury.

Paid carer's leave

To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:

 - (A) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (B) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member of the employee's immediate family or household during the period because of personal illness, or injury of the member, or an unexpected emergency affecting the member.
 - (iii) Compliance**

An employee is not entitled to take leave under this clause unless the employee complies with the notice and evidence subclause.
- (e) Unpaid Carer's Leave**
- (i) An employee is entitled to two days' unpaid carer's leave for each 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 as:
 - (A) a single continuous period of up to two days; or
 - (B) any separate periods agreed with the employer.
- (iii) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

(7) Service

- (i) A period of paid personal/carer's leave does not break an employee's continuity of service and counts as service for all purposes.
- (ii) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service with the exceptions covered in the *Fair Work Act*.

26 Compassionate and Bereavement Leave

- (a) Subject to (d) below, a full time and part-time employee is entitled to three days of paid compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family (including "Significant relationship" means a relationship that exists outside of the immediate family or employee's household with whom the employee can demonstrate (to the satisfaction of a reasonable person) having a relationship of such importance that it 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) or a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

PROVIDED THAT casual employees are entitled to three days' unpaid compassionate leave.

PROVIDED THAT management reserves the right to offer additional leave based on individual circumstances.

- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in (a) above; or
 - (ii) after the death of the member of the employee's immediate family or household referred to in (a) above.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

- (d) The employee may be asked by the employer to provide an appropriate form of evidence to support an application for compassionate leave.
- (e) Bereavement leave
 - (i) Where the death of an immediate family member requires the employee to travel interstate or further, the employer will consider granting an additional two days' bereavement leave without loss of pay or personal leave entitlements to account for such necessary travel.
 - (ii) Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer when requested, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.
- (f) Payment for compassionate / bereavement leave

If, in accordance with this Clause, an employee other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

For casual employees, compassionate and bereavement leave is unpaid leave.
- (g) Service
 - (i) A period of paid compassionate/bereavement leave does not break an employee's continuity of service and counts as service for all purposes.
 - (ii) A period of unpaid compassionate/bereavement leave does not break an employee's continuity of service, but does not count as service.

27 Parental Leave

Employees who have been employed for 12 months may 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.

(a) Paid parental leave

In addition to unpaid entitlements available under the NES, this agreement has provision for paid parental leave entitlements. An employee must be eligible under the *Fair Work Act 2009* for unpaid parental leave to be eligible for paid parental leave under this Agreement. All other conditions and requirements are as per the relevant sections of the Act, and the NES that applies to parental leave.

(b) Parental leave payment

Eligible employees, on the birth, or in the case of adoption the day of placement, of a child, will be entitled to the following:

- (i) If the eligible employee is the primary carer of the child, 14 weeks of paid parental leave at the relevant rate.
The employee may elect to take 28 weeks of leave paid at half the relevant rate.
- (ii) If the eligible employee is not the primary carer of the child, one week of paid parental leave at the relevant rate.
- (iii) Employees may be entitled to a payment from a government scheme.

28 Public Holidays

Employees are entitled to leave on public holidays in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 10 of the Act).

- (a) All employees other than casuals (paid a loading in lieu of paid leave) are entitled to the following holidays with pay.

(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, Recreation Day; and shall be applied as prescribed by the *Tasmanian Statutory Holidays Act 2000* as amended. Any future additional days that are recognised under the *Statutory Holidays Act 2000* shall apply, except those that are identified as government holidays or applying only to certain persons.

(ii) To avoid any doubt, the Launceston Cup and Easter Tuesday do not apply to the employees covered by this Agreement.

- (b) Payment for the holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.

- (c) Where an employee who is entitled to a holiday with pay and is required to work on any of the holiday, either for part or the whole of the day they will be paid as follows:

- (i) Non-shift worker

In the case of a non-shift worker who works their ordinary hours Monday to Friday between the hours of 7.00am and 7.00pm – double time and a half.

- (ii) Shift worker

—In the case of a shift worker who regularly works outside the span of ordinary hours – double time.

A shift worker will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.

A shift worker who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

Payments under this subclause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

- (iii) Casual

A casual employee will be paid only for those public holidays they work at the rate of double time plus the casual loading for hours worked. eg: 225% of the applicable fulltime base rate.

- (d) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

- (e) The employer and individual employees may agree to substitute another day for a public holiday observed.

Due to the nature of the industry and services provided, it is an explicit expectation of this Agreement that employees will be required to work on public holidays. An employee is entitled to be absent from his or her employment on a day or part day that is a public holiday; however, the employer will request employees to work on particular public holidays, particularly implied for shift work. Where the request is reasonable an employee who, without the consent of the employer or without reasonable cause (ie personal/carer's leave), is absent from work on a public holiday after

agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

The employee may refuse the request (and take the day off) if the employer's request is not reasonable or the employee's refusal to work on the public holiday is reasonable. In determining whether the employer's request, or an employee's refusal of a request, is reasonable, regard must be had to the matters set out in section 114 of the Act.

(f) **Public holiday- time in lieu**

For work performed on a public holiday, instead of being paid double time a shiftworker can elect in writing to be paid only ordinary (single) time and have the equivalent hours banked to be taken at a later date agreed with the employer. Such time off will be at ordinary (base) rates of pay. Such election can occur only once in any 12 month period, and is to be made in the first full pay period on or after July 1st for any year during the life of this Agreement. Where no election is made, then the default position is to be paid double time for all hours worked on a public holiday, with no time banked.

Any hours banked under this clause and not taken as time off, will be paid out at ordinary time (base rate of pay) in the last full pay period immediately prior to 30 June of each year

29 Community Service Leave

General

Community Service Leave is as per the NES, summarised in this clause.

(a) Each of the following is an **eligible community service activity**:

- (i) voluntary emergency management activity; or
- (ii) jury service (including attendance for jury selection).

(b) **Voluntary Emergency Management Activity**

A voluntary emergency management activity is one where the activity:

- (i) involves dealing with an emergency or natural disaster; and
- (ii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (iii) the employee engages in the activity on a voluntary basis; and
- (iv) the employee was requested by or on behalf of the body to engage in the activity.

An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.

(A) **The notice:**

- (1) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
- (2) must advise the employer of the period, or expected period, of the absence.

(B) **Evidence**

- (1) An employee who has given his or her employer notice of an absence under subsection (b)(iv)(A) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence

is because the employee has been or will be engaging in an eligible community service activity.

- (2) Absence under the voluntary emergency management activity clause is treated as unpaid leave.

(c) Jury Service

- (i) If an employee is absent from his or her employment for a period because of jury service; and the employee is not a casual employee, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Evidence

The employer may require the employee to give the employer evidence that would satisfy a reasonable person:

- (A) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
(B) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

The employee is not entitled to payment under this subsection unless the employee provides the evidence requested; and if the employee provides the evidence, the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable to the employee, as disclosed in the evidence.

If an employee is absent because of jury service in relation to a particular jury service summons for a period of more than 10 days in total, the employer is only required to pay the employee for the first 10 days of absence.

30 Ceremonial Leave

An employee who is legitimately required 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. Reasonable notice (28 days) is a general requirement of employer approval.

31 Travelling and Excess Fares

(a) Travel

Where the employer has approved intrastate or interstate overnight travel by the employee, the employee will be reimbursed all reasonable costs associated with such travel. Where practicable, the employee is to provide travel arrangements, including mode of transport and accommodation bookings, prior to the actual travel.

Where an employee with approval from the employer uses their own motor vehicle in connection with the business of the employer, they are to be reimbursed on a per kilometre travelled basis by payment of an allowance of not less than \$0.78 per kilometre.

In addition to the per kilometre travel allowance, employees are to be reimbursed for all reasonable travel costs associated with work related travel authorised by the employer. All such costs must be approved by the employer prior to the expense being incurred.

(b) **Excess Fares**

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

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

PROVIDED THAT that this paragraph does not apply to employees who drive their own vehicles to and from work.

32 Notice Board

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

33 Consultation

(a) This term applies if the employer:

- (i) is seriously considering major workplace 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.

Major Change

(b) For a major change referred to in subclause (a)(i):

- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
- (ii) subclauses (c) to (i) apply.

(c) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(d) If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(e) As soon as practicable after making its decision, the employer must:

- (i) discuss with the relevant employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.

- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in paragraph (a)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (C) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term:
relevant employees means the employees who may be affected by a change referred to in subclause (1).
- (q) While the process described in this clause is underway, the parties will respect the status quo.
- (r) The Employer, Union and employee representative must act in good faith in relation to the consultation process provided in this clause. "Good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation and applies to all parties.

34 Redundancy

(a) Requirement to consult

For the purpose 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.

Where the employer believes that it may be necessary to implement a redundancy, the employer is to immediately notify the affected employee(s) and commence a process of consultation.

(b) Redeployment and retraining

If a redundancy is likely to occur:

- (i) the employer will actively explore all internal redeployment opportunities for employees surplus to requirements;
- (ii) employees seeking redeployment may be retrained for other, available positions on condition that the employees concerned can demonstrate that they possess the necessary capacity for those positions;
- (iii) if the employer deems it necessary for an employee to undergo re-training in order for the employee to perform the duties of the position to which the employee is being redeployed, the employer is to provide such training, at no cost to the employee who is entitled to undertake the training during working hours;
- (iv) all reasonable attempts will be made to ensure that an employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

(c) Notice of redundancy

The employer is to provide as much notice as is reasonably practicable of an intended redundancy.

The minimum period of notice to be given to an employee affected by a redundancy is :

Employee's Period of Continuous Service	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The minimum period of notice is to be increased by one week if an employee is over forty-five years of age at the time of termination of employment and has completed two or more years of continuous service with the employer.

(d) Voluntary Redundancy

- (i) Before a redundancy is effected, the employer is in the first instance to seek expressions of interest in a voluntary redundancy package from all employees.

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.

- (ii) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility.
- (iii) Wherever reasonably practicable involuntary redundancies will only be effected if 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 paragraphs (a) and (b).
- (iv) The employer is to consult with employees and their representatives if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

(e) Redundancy package

Where retraining and redeployment opportunities are not available, the redundancy package to be paid to redundant employees is:

(i) Voluntary redundancies:

- (A) notice as specified in this clause, or payment in lieu of that notice; and
- (B) two weeks' pay for each completed year of service and pro-rata for an uncompleted year, or the payment prescribed by section 119 of the Fair Work Act 2009, whichever is the greater; and
- (C) payment for all accrued annual leave including leave loading.

(ii) Involuntary redundancies:

- (A) notice as specified in this clause, or payment in lieu of that notice; and
- (B) two weeks' pay for each completed year of service and pro-rata for an uncompleted year, or the payment prescribed by section 119 of the Fair Work Act 2009, whichever is the greater; and

- (C) payment for all accrued annual leave including leave loading; and
- (D) payment of pro-rata long service leave for employees with more than five years' continuous service.

PROVIDED THAT where the employer facilitates acceptable alternative employment for a redundant employee, including the transfer of all entitlements, the provisions of this clause shall not apply.

Acceptable alternative employment will be deemed to be where the employee has gained employment in a position which reflects the skills of that employee and which provides the same financial and employment benefits, including security of employment, as the position from which the employee was made redundant.

(f) Partial redundancy package for changed or decreased hours

Where an employee is not offered similar hours or hours are altered, other than by a normal change of roster in accordance with this Agreement, and this causes a loss of income to the employee, the employer is to pay a partial redundancy package calculated as:

partial redundancy payment = existing weekly rate, minus new weekly rate, multiplied by 2, multiplied by years of service, plus pro rata for any uncompleted year of continuous service.

(g) Definition

For the purposes of this clause a week's pay means the relevant rate, and any loadings and all-purpose allowances to which the employee is normally entitled.

(h) Paid time off to seek alternative employment

Employees who are made involuntarily redundant are to be given assistance by the employer in seeking suitable alternative employment, including being granted paid time off to look for work and to arrange training or re-training.

(i) Financial counselling

The employer will pay for up to two sessions of financial counselling, from a financial adviser agreed to by the employer and the employee, for employees who are offered a redundancy, or who express an interest in redundancy.

(j) 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.

(k) 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.

35 Dispute Resolution

(a) If a dispute relates to:

- (i) a matter arising under the Agreement; or
 - (ii) the National Employment Standards; or
 - (iii) workplace right as defined in the Fair Work Act 2009 subsection 341(i).
- this term sets out procedures to settle the dispute.

(b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

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

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

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an employee must continue to perform his or her work (status quo) as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety;
 - (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe; or
 - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the employee to perform; or
 - (D) there are other reasonable grounds for the employee to refuse to comply with the direction.
 - (iii) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

36 Flexibility

- (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 1 or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances; and

- (E) leave loading.
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in subclause (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 *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise 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
 - (vi) 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.

37 Professional Development, Education and Training

- (a) All parties to this Agreement will actively encourage and facilitate professional development, particularly in relation to supporting Registered Nurses and Enrolled Nurses maintaining registration with the Nursing and Midwifery Board of Australia.
- (b) The parties to this Agreement recognise the benefits that flow to employees and to the employer from appropriate professional development. Employees therefore commit to make themselves available up to 20 hours per annum, where reasonably practical, for professional development outside their rostered shifts. Where practical the employer will schedule professional development during an employee's rostered shift, whereby employees will be paid as if the shift was worked and not spent in professional development. Where it is not practical to

schedule professional development during rostered shifts the employer may require an employee to attend professional development during reasonable additional hours to their rostered shift. Given the mutual benefits of such professional development any time spent in professional development outside of rostered shifts will be paid at the relevant hourly rate (including applicable shift penalties), plus casual loading. Mandatory training is exclusive of professional development hours.

38 Representation Rights

- (a) Subject to subclauses (b) and (c) below, union delegates or elected workplace representatives, with approval of the union and upon application in writing to the employer, may be granted up to five days' leave with pay each calendar year to undertake activities (at the employee's expense) such as:
 - (i) represent members in bargaining;
 - (ii) represent the interests of members to the employer and industrial tribunals;
 - (iii) consult with union members and other employees for whom the delegate is a bargaining representative; and
 - (iv) attend union education, conference etc.
- (b) The total amount of paid leave taken by ANMF delegates must not exceed 10 days in any calendar year.
- (c) The total amount of paid leave taken by HACSU delegates must not exceed 10 days in any calendar year

39 Foul and Nauseous Linen Allowance

- (a) An allowance of \$0.45 per hour (2017) and \$0.46 per hour (2018) will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. It is noted that the allowance would be paid if there is an infectious disease outbreak(s) at the facility as defined by the Department of Health and Ageing but payment of the allowance is not limited to this circumstance.
- (b) Any employee who is entitled to be paid an allowance will be paid a minimum sum of \$2.39 (2017) and \$2.45 (2018) for work performed in any week.

40 Domestic Violence Support

- (a) Where an employee is experiencing domestic violence the employee may access five days' Domestic Violence leave per annum (non-accumulative) to assist with absences (such as):
 - (i) attending medical or counselling appointments (preferably made outside rostered working hours);
 - (ii) moving into emergency accommodation and seeking more permanent safe housing;
 - (iii) attending court hearings;

- (iv) attending police appointments;
- (v) accessing legal advice; and/or
- (vi) organising alternative care and educational arrangements for their children.


Where necessary the employer may allow the employee to access other accrued paid leave and/or personal leave without pay.

- (b) Employees experiencing domestic violence may request temporary flexible working arrangements, including changes to when the hours are to be worked and the total hours worked each week. Such requests will not be unreasonably refused by the employer.
- (c) Employees accessing Domestic Violence Leave are required to provide proof of their need to be absent from work. Such proof can be in the form of a document issued by the Police Service, a Court, a medical practitioner, a family Violence Support Service, or lawyer.
- (d) Employee Assistance Program
Masonic Care Tasmania provides employees (and their immediate family) with access to 24 hour confidential counselling. Details of the program are clearly communicated to all employees and additional information and support is available from the People & Culture Team.
- (e) Record Keeping

Confidential information relating to domestic violence issues will be retained in a secure area that has limited access to the People & Culture Team and the Chief Executive Officer.

Signatories

Signed:

 (Executive Director)

(for and on behalf of Masonic Care Tasmania Incorporated by its authorised representative)

Date:

Name in full (printed):

Position:


Employer's Address:

Witnessed by (signature):

Witness name in full (printed):

Witness address:

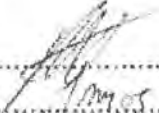
Signed:

Name in full (printed):  Tim Jackson (State Secretary)

Address: 11 Cuneo St, New Town TAS 7008

Date: 9.10.2017

Witnessed by (signature):

Witness name in full (printed):  James Edmondson

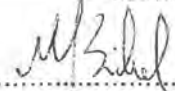
Witness address: 11 Cuneo St, New Town TAS 7008

Signed:

Name in full (printed):  Emily Shepherd (Branch Secretary)

Address: 183 Macquarie Street, Hobart, Tas 7000

Date: 11.10.2017

Witnessed by (signature):  Mary Jane Bichel

Witness name in full (printed): Mary Jane Bichel

Witness address: 182 Macquarie St, Hobart TAS 7000

Schedule A - Employment Classifications

Enrolled Nurses

Enrolled Nurse— Level 1 (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:
 - (i) 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
 - (ii) 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 a state/territory nurses' registration board; and
 - (iii) 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
 - (i) The employee has limited or no practical experience of current situations; and
 - (ii) The employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled Nurse—Level 1 (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:
 - (i) having satisfactorily completed a hospital based course of general training in nursing of more than 12 months' duration and/or 500 or more hours' theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
 - (ii) 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
 - (iii) 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:

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

Enrolled Nurse— Level 1 (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:

- (i) 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
 - (ii) 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:

- (i) an ability to organise, practice and complete nursing functions in stable situations with limited direct supervision;
- (ii) observation and assessment skills to recognise and report deviations from stable conditions;
- (iii) 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
- (iv) communication and interpersonal skills to assist in meeting psychological needs of individuals/groups.

Enrolled Nurse— Level 2 (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:
 - (i) medication endorsement obtained to be able to administer medication to patients within the defined Scope of Practice of the EN, and
 - (ii) 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
 - (iii) 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:

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

Enrolled Nurse—Level 2 (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:
 - (i) medication endorsement obtained to be able to administer medication to patients within the defined Scope of Practice of the EN, and
 - (ii) 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

- (iii) 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:
- (i) 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;
 - (ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
 - (iii) 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:
 - (i) medication endorsement obtained and being used for at least two years (3950 hours of employment), to be able to administer medication to patients, within the defined Scope of Practice of the EN.
 - (c) Skill indicators
- The employee is required to demonstrate some of the following in the performance of their work:
- (i) speed and flexibility in accurate decision making;
 - (ii) organisation of own workload and ability to set own priorities with minimal direct supervision;
 - (iii) observation and assessment skills to recognise and report deviations from stable conditions across a broad range of resident and/or service needs; and/or
 - (iv) communication and interpersonal skills to meet psychological needs of individuals/groups.

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:
 - (i) delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - (ii) coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - (iii) providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - (iv) providing support, direction and education to newer or less experienced staff, including ENs, and student ENs and student nurses;

- (v) accepting accountability for the employee's own standards of nursing care and service delivery; and
- (vi) 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 this subclause on a continuing basis.

An employee at this level may also be known as a Clinical Nurse.

- (b) 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.
 - (i) Duties of a **Clinical Nurse** will substantially include, but are not confined to:
 - (A) 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;
 - (B) providing support, direction, orientation and education to RN1s, ENs, student nurses and student ENs;
 - (C) 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;
 - (D) acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
 - (E) 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 employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical Nurse, Nurse Manager or Nurse Educator.

- (b) 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:
 - (A) 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;
 - (B) staff and patient/client education;
 - (C) staff selection, management, development and appraisal;

- (D) participating in policy development and implementation;
 - (E) 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;
 - (F) 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;
 - (G) 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
 - (H) 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:
- (A) 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;
 - (B) staff selection and education;
 - (C) allocation and rostering of staff;
 - (D) occupational health;
 - (E) initiation and evaluation of research related to staff and resource management;
 - (F) participating in policy development and implementation;
 - (G) 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);
 - (H) 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
 - (I) 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:
- (A) 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;
 - (B) implementation and evaluation of staff education and development programs;
 - (C) staff selection;
 - (D) implementation and evaluation of patient or client education programs;
 - (E) participating in policy development and implementation;
 - (F) 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
 - (G) 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 this subclause on a continuing basis.

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).

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) 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:
 - (A) 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;
 - (B) provision of appropriate education programs, coordination and promotion of clinical research projects;
 - (C) participating as a member of the nursing executive team;
 - (D) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - (E) managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Consultants;
 - (F) being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - (G) being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - (H) being accountable for clinical operational planning and decision making for a specified span of control; and
 - (I) 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:
 - (A) 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;
 - (B) coordination and promotion of nursing management research projects;
 - (C) participating as a member of the nursing executive team;
 - (D) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - (E) managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse Managers;
 - (F) being accountable for the effective and efficient management of human and material resources within a specified span of control;
 - (G) being accountable for the development and coordination of nursing management systems within a specified span of control; and

- (H) 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:
 - (A) 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;
 - (B) coordination and promotion of nurse education research projects;
 - (C) 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;
 - (D) managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
 - (E) being accountable for the standards and effective coordination of education programs for a specified population;
 - (F) being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
 - (G) being accountable for the management of educational resources including their financial management and budgeting control; and
 - (H) 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 this subclause on a continuing basis.

An employee at this level may also be known as a Director of Nursing.

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
 - (i) being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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;
 - (v) managing the budget of the nursing division of the health unit;

- (vi) ensuring that nursing services meet changing needs of clients or patients through proper strategic planning; and
- (vii) complying and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Nurse Practitioner

A Nurse Practitioner:

- (a) is a registered nurse/midwife appointed to the role;
- (b) has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse Practitioners.

A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse Practitioner

- (a) The Nurse Practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a Registered Nurse / Midwife in extended practice across stable, unpredictable and complex situations.
- (b) The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

Scope of practice

The scope of practice of the Nurse Practitioner is determined by the context in which:

- (a) the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they are directed; and
- (b) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

SCHEDULE B - WAGE RATES

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

Classification	current rate	FFPP on or after 31 July 2017	FFPP on or after 31 July 2018
Enrolled Nurse Level 1		current southern rates + 2%	2%
1 st year of service	24.4422	25.3943	25.9022
2nd year of service	24.9602	25.9324	26.4510
3rd year of service	25.4762	26.4698	26.9992
4th year of service	25.9954	27.0079	27.5480
5th year of service	26.5129	27.5466	28.0976
Enrolled Nurse - Level 2			
1st year of service	26.9232	27.9562	28.5153
2nd year of service	27.4266	28.4949	29.0648
Registered Nurse - Level 1			
1 st year of service	27.2699	27.8153	28.3716
2nd year of service	28.0672	29.1615	29.7447
3rd year of service	29.3618	30.5064	31.1165
4th year of service	30.6567	31.8518	32.4889
5th year of service	31.9505	33.1966	33.8605
6th year of service	33.2467	34.5428	35.2337
7th year of service	34.5412	35.8870	36.6047
8th year of service and thereafter	35.8357	37.2324	37.9771
Registered Nurse - Level 2			
1st year of service	37.1301	38.5773	39.3489
2nd year of service	37.9923	39.4743	40.2638
3rd year of service	38.8563	40.3706	41.1780

4th year of service and thereafter	39.7201	41.2683	42.0936
Classification	current rate	FFPP on or after 31 July 2017	FFPP on or after 31 July 2018
Registered Nurse- Level 3			
1st year of service	41.3397	42.9502	43.8092
2nd year of service	42.3101	43.9586	44.8378
3rd year of service	43.2812	44.9677	45.8671
4th year of service and thereafter	44.2524	45.9769	46.8964
Registered Nurse - Level 4			
Grade 1 (0 -60 beds)	49.4313	51.3575	52.3847
Grade 2 (61 - 90 beds)	51.3199	52.3463	53.3932
Grade 3 (91 -120 beds)	53.2080	54.2722	55.3576
Grade 4 (121 beds and above)	54.1980	55.2819	56.3876
Registered Nurse - Level 5			
Grade 1 - Bed capacity 1 - 30	49.4313	51.3575	52.3847
Grade 2 - Bed capacity 31 - 60	51.3199	55.2818	56.3874
Grade 3 - Bed capacity 61 - 90	52.2642	59.2056	60.3897
Grade 4 - Bed capacity 91 - 120	53.2080	63.6893	64.9631

Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule A—Employment Classifications and knowledge gained through experience over such a period.

Accelerated advancement

- (a) A Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with AHPRA, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining –

- (i) registration in another branch of nursing or on another nursing register maintained by AHPRA where the employee is working in a particular practice setting which requires the additional registration; or
 - (ii) successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.
- (b) A Registered Nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.

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

17 January 2018

Commissioner Lee
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

Dear Commissioner Lee

AG2017/4905 - Masonic Care Tasmania (North) Nurses Agreement 2017

We refer to the above application by Masonic Care Tasmania regarding the Masonic Care Tasmania (North) Nurses Agreement 2017 (**Agreement**) and to your email dated 10 January 2018.

Masonic Care Tasmania provides the following undertaking:

"For the purposes of clause 24.2 of the Agreement, Masonic Care Tasmania undertakes that:

- (a) Employees that are defined as shift workers are entitled to an additional week of annual leave.*
- (b) For the purposes of the NES a shift worker is defined as either (whichever definition has the most benefit to an employee):*
 - (i) An employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 12(b); and/or*
 - (ii) An employee who works for more than four ordinary hours on 10 or more weekends; and/or*
 - (iii) An employee who:*
 - (A) is regularly rostered over seven days of the week; and*

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Email enquiry@mctas.org.au Visit masoniccaretas.com.au
ABN 21 590 239 241

(B) regularly works on weekends

NOTE: For the purposes of Clause 24.(b), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week."

Please let me know if we can assist further.

Yours faithfully

For and on behalf of Masonic Care Tasmania



Belinda Beltz
Executive Director People & Culture