



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Masonic Care Tasmania Incorporated
(AG2017/4907)

MASONIC CARE TASMANIA (SOUTH) NURSES AGREEMENT 2017

Tasmania

COMMISSIONER LEE

MELBOURNE, 19 JANUARY 2018

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

[1] An application has been made for approval of an enterprise agreement known as the *Masonic Care Tasmania (South) 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

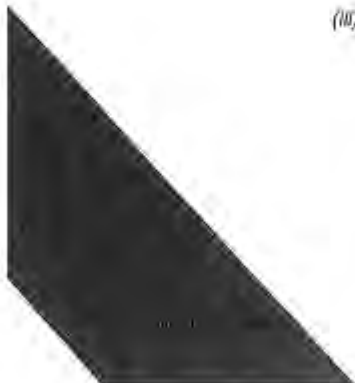
AG2017/4907 - Masonic Care Tasmania (South) Nurses Agreement 2017

We refer to the above application by Masonic Care Tasmania regarding the Masonic Care Tasmania (South) 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*
 - (B) *regularly works on weekends*



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Member Since:	ABN 21 590 239 241	



NOTE: For the purposes of Clause 24.2(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 black 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 (SOUTH)

NURSES AGREEMENT 2017

1 Agreement Title

This Agreement shall be referred to as the Masonic Care Tasmania (South) Nurses Agreement 2017 ('the Agreement').

2 Arrangement

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3 Commencement Date and Period of Operation

This agreement will be operational on the seventh day after the date of approval by the Fair Work Commission. The nominal expiry date of the Agreement will be 31 January 2019. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.

4 Application

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

5 Parties to the Agreement

This Agreement is binding on –

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

6 Relationship to the Award and Previous Agreements

This Agreement replaces The Freemasons' Homes of Southern Tasmania Incorporated Nurses Agreement 2015.

7 Definitions

"afternoon shift" means a shift finishing between 6.00pm and midnight.

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"casual employee" means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.

"day shift" means a shift worked between 6.00am and 6.00pm.

"day worker" means an employee whose ordinary weekly hours are worked between 7.00am and 7.00pm Monday to Friday.

"de facto partner" means:

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

"employer" means Masonic Care Tasmania Incorporated.

"executive staff" means Director of Nursing/Clinical Supervisor.

"full time employee" means someone engaged to work for the full weekly ordinary hours as prescribed in this Agreement.

"immediate family member" means:

- (c) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (d) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"night shift" means a shift finishing after midnight and before 8.00am.

"part-time employee" means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee.

"part-time shift worker" means a part-time employee who holds a position on a roster as prescribed in clause 23(l) of this Agreement.

"relevant rate" means the salary for an employee's classification as specified in Schedule 1 of this Agreement.

"relevant hourly rate" means the salary for an employee's classification as specified in Schedule 1 of this Agreement (the relevant rate) divided by 52 and then divided by 38.

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

"shift worker" means an employee who is required to work rotating shifts in accordance with a roster.

"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.

"spouse" includes former spouse.

"trainee Enrolled Nurse" means an employee undergoing an approved training course in enrolled nursing under the provisions of the Australian Health Practitioner Regulation Agency.

"year of service" means 1786 ordinary hours worked, and does not include any paid leave.

8 Contract of Employment

- (a) Employment of full-time and part-time employees is to be by the fortnight.
- (b) Employees, other than casual employees, are entitled to be paid in respect of any week at their relevant rate as specified in this Agreement, including shift and weekend loadings where applicable, if:
 - (i) due to the act, default or order of their employer they do not work for their full number of ordinary hours; and
 - (ii) they are ready, willing and available to work their full number of ordinary hours in that week.

9 Casual Employees

- (a) For the purposes of this clause and this Agreement, **casual employee** means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (b) A **casual employee's** engagement is by the hour.
- (c) Notwithstanding (b) above, if required to attend for work, a casual employee must be provided with a minimum of two hours' work for each engagement or paid for a minimum of two hours for each engagement.
- (d) Where an employer has engaged a casual employee in accordance with this clause the employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time in the case of a day shift, and up to six hours before the scheduled commencing time of either an afternoon or night shift.

PROVIDED THAT if the minimum notice of cancellation of the engagement in (d) above is not given the employee is to be paid three hours' pay.

- (e) A casual employee whose engagement is cancelled without the minimum notice specified in (d) above and who has incurred child care fees shall, upon providing the employer with documentary proof of the expenditure so incurred, be reimbursed in full.

PROVIDED THAT a claim for reimbursement must be made to the employer no later than four weeks from the date the expenditure was incurred.

- (f) The rate of pay for ordinary hours of work is the relevant hourly rate, plus a loading of 25% in lieu of annual leave, personal leave and public holidays.
- (g) Casual employees must not be placed on a roster for a period in excess of six weeks unless engaged to temporarily cover the absence of a full time or part-time employee.
- (h) 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. An employee who does not make a request within four weeks of the right to request falling due is deemed not to have elected to convert.

The new 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 existing shift

and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

10 Part-time Employees

- (a) For the purposes of this clause and this Agreement, **part-time employee** means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee. Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- (b) The rate of pay for ordinary hours of work for part-time employees is the relevant hourly rate.
- (c) Part-time employees are entitled to annual leave (Clause 24) and personal leave (Clause 25) based on the number of hours worked and public holidays (Clause 27) at the relevant rate.
- (d) Where an employee is regularly working more than their guaranteed contracted hours the employee may request to have their hours reviewed annually.

The hours worked in the following circumstances will not be incorporated in any adjustment:

- (i) if the increase in hours is as a direct result of an employee being absent on leave, for example, annual leave, long service leave, parental leave, workers compensation; or
- (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.

If a review establishes a consistent pattern of greater hours is being worked, then the employer will offer the employee those additional hours as part of their guaranteed minimum number of hours.

11 38 Hour Week / 19 Day Month

- (a) The employer will endeavour to implement 38 hour week in the form of one paid day off in every consecutive period of four working weeks (the 'nineteen day month').
- (b) The paid day off accrued under the 19 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) Overtime rates, afternoon and night shift allowances, and the additional rates for work performed on Saturdays, Sundays and public holidays 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) Days of paid absence count toward payment of the accrued day off.
- (f) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

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 respectively, except for a meal break of not more than one hour's duration, between 7.00am and 7.00pm.
- (c) The spread of hours specified in (b) above may, by agreement between the employer and the majority of employees concerned, be altered for all employees or a section of employees.
- (d) Work performed before 7.00am and after 7.00pm, other than by agreement as provided for in (c) above, is to be paid at overtime rates.

13 Hours of Work – Shift Workers

- (a) Other than as provided for in (b) and (c) below, the ordinary hours of shift workers are not to exceed:
 - (i) eight in any one day;
 - (ii) 48 in any one week;
 - (iii) 88 in 14 consecutive days;
 - (iv) 114 in 21 consecutive days; or
 - (v) 152 in 28 consecutive days.
- (b) Notwithstanding (a) above, by agreement between the employer and a majority of the employees in a particular ward or work area, the ordinary hours of work for night shift employees may be extended to ten per day, to be paid at the appropriate shift rate.
- (c) Notwithstanding (a) above, by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of twelve per day.

PROVIDED THAT such an agreement may be discontinued by either the employer or the employee giving fourteen days' written notice.

PROVIDED FURTHER THAT no employee or prospective employee shall be required by the employer to work under the terms of this sub clause as a condition of employment except by agreement between the employer and employee.
- (d) Subject to this Clause shift workers shall by mutual agreement work at such times as required by the employer.
- (e) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine hours since the employee's previous shift finished.

Part-time shift workers

- (f) The number of rostered hours worked by a part-time shift worker shall not exceed 80 in any one fortnight.
- (g) Where a part-time employee works in excess of those stipulated in (f) above those excess hours are to be paid at double time.

Daylight saving

- (h) 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.

14a Classifications

Definitions

- (a) **"student/trainee Enrolled Nurse"** means an employee undergoing training in an approved course in nursing under the provisions of the AHPRA and who works under the direct control and supervision of a Registered or Enrolled Nurse and whose employment is solely to assist an Registered Nurse or Enrolled Nurse.
- (b) **"Enrolled Nurse"** means an employee registered as a Health Practitioner by the Australia Health Practitioner Regulation Agency as an Enrolled Nurse (Division 2) under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- (c) **"Enrolled Nurse Medication Endorsed"** means an Enrolled Nurse who has a medication endorsement and who is required by the employer to utilise such medication endorsement.
- (d) **"Registered Nurse"** means an employee registered as a Health Practitioner by the Australian Health Practitioner Regulation Agency (AHPRA) as a Registered Nurse (Division 1) under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- (e) **"Registered Nurse – Level 1"** means a Registered Nurse who is not otherwise classified within a Level of registered nurse positions.
- (f) **"Registered Nurse – Level 2"** means a Registered Nurse engaged as such and who:
 - (i) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
 - (ii) has the ability and skills to provide guidance to Level 1 Registered Nurses; and
 - (iii) is employed within a care unit.
- (g) **"Registered Nurse – Level 3"** means a Registered Nurse who is engaged as such, and may be engaged as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.
- (h) **"Registered Nurse – Level 4"** means a Registered Nurse who is engaged as such and may be referred to as Assistant Clinical Care Supervisor – Care, Assistant Clinical Care Supervisor – Management, or Assistant Clinical Care Supervisor – Staff Development.
 - (i) An Assistant Director of Care/Clinical Supervisor – Clinical is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of clinical care units.
 - (ii) An Assistant Director of Care/Clinical Supervisor – Management is responsible and accountable for management resources in an assigned number of management units.
 - (iii) An Assistant Director of Care/Clinical Supervisor – Staff Development is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the AHPRA, or staff development programs.
- (i) **"Registered Nurse – Level 5"** means a Registered Nurse engaged as Director of Care/Clinical Supervisor and who is responsible and accountable for the overall co-ordination of nursing.

(j) **Registered Nurse Ratio**

The minimum number of full time equivalent Registered Nurses at Level 2 is to be 25% of the registered nurse full time equivalent positions.

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

14b Salaries

(a) **Salary Increases during the life of this agreement**

The salaries of employees covered by this Agreement will be increased as follows:

- (i) 2% from the first full pay period commencing on or after 31 July 2017; and
- (ii) 2% from the first full pay period commencing on or after 31 July 2018.

(b) **Nurse undertaking post graduate training**

A Registered Nurse or an Enrolled Nurse, up to and including the classification of Registered Nurse Level 3, while undertaking employer approved post diploma or graduate training, shall be paid at the employee's existing salary rate and will be entitled to normal incremental progression.

(c) **Enrolled Nurse upgrading to Registered Nurse**

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

(d) **Salary re-entry – Registered Nurses**

- (i) A Registered Nurse undertaking the re-entry to practice course shall be paid at Registered Nurse Level 1, 2nd year of service during course clinical time undertaken with the employer.
- (ii) Subject to (d)(i), such an employee shall be paid at Registered Nurse Level 1, 2nd year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- (iii) Following successful completion of the re-entry program all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

(e) **Salary re-entry – Enrolled Nurses**

- (i) An Enrolled Nurse undertaking the re-entry to practice course shall be paid at Enrolled Nurse 1st year of service during course clinical time undertaken with the employer.
- (ii) Subject to (e)(i), such an employee shall be paid at Enrolled Nurse second year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- (iii) Following successful completion of the re-entry program all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

15 Superannuation

- (a) For the purpose of this clause and this Agreement the **nominated fund** means the Health Employees Superannuation Trust Australia 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, as provided for in (b) above, 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 on a monthly basis as a minimum.

16 Salary Packaging and Salary Sacrifice

- (a) Employees' rates of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation, and employees may elect in writing to convert a component of their annual ordinary time salary to packaged benefits.
- (b) In respect of employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the employee was not in the salary packaging scheme.
- (c) Non salary-packaged benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on worker's compensation or paid leave.
- (d) If an employee on a salary packaging arrangement goes on workers compensation the employee will receive not less than the entitlements which would have applied if the employee was not in the salary packaging scheme.
- (e) If an employee who has entered into a salary packaging arrangement ceases employment with the employer the salary packaging arrangement will cease on the date the employment ceases and:
 - (i) all entitlements due to the employee on termination will be paid at the employee's relevant rate;
 - (ii) any outstanding fringe benefits tax or salary packaging benefit held by the employer, or the employer's salary packaging agent, on behalf of the employee, due to the employee will be paid less any necessary taxation deduction.
- (f) If an employee has entered into a salary packaging arrangement superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* must be calculated at the employee's relevant rate.
- (g) If an employee has entered into a salary packaging arrangement, annual leave loading entitlements must be calculated at the employee's relevant rate.
- (h) Employees who have entered into salary packaging agreements will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.
- (i) The employer will advise each employee in writing:
 - (i) that an employee's participation in salary packaging is optional and entirely voluntary;
 - (ii) of the employee's classification level and relevant rate;
 - (iii) that the employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;

- (iv) that the employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it;
- (v) of the right of the employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the employee must be provided with a print-out of the relevant information;
- (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
- (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the employer for reasons other than legislative requirements then the employer must give two months' notice;
- (vii) that in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employees' wages will revert to their respective relevant rates as specified in this Agreement.
- (j) Salary packaging arrangements shall be entered into only in accordance with this Clause.
- (k) By agreement with the employer, an employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule 1 of this Agreement, and have that sacrificed amount contributed to a complying superannuation fund of the employee's choice.
- (l) Where applicable the provisions of this Clause shall apply to salary sacrifice arrangements.
- (m) Salary increases under this Agreement shall be payable to employees covered by salary packaging arrangements and such increases are to be applied to employees' relevant rates.

17 Notice of Termination

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

Period of Continuous Service	Period of Notice
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks
- (b) If the employee is aged over 45 at the time of being given notice, and has been employed for not less than two years with the employer, the employee is entitled to a further week's notice in addition to the relevant notice prescribed in (a).
- (c) Payment in lieu of notice may be made if all or part of the appropriate notice period is not required to be worked.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time that would have been worked during the period of notice will be used.

- (e) The period of notice in this Clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee and their employment is terminated at the completion of the traineeship, in the event that the trainee is re-engaged by the employer within six months of such termination, the period of traineeship shall be counted as service in determining any future termination.

Notice of termination by the employee

- (g) An employee must give a minimum of two **weeks' notice** of intention to terminate his or her employment to the employer, unless some other arrangement is mutually agreed between the employee and the employer.
- (h) If an employee does not give at least two **weeks' notice** of intention to terminate his or her employment, or does not work out the period of notice, he or she will forfeit the wages earned during the pay period current at the time of the employee's resignation, provided that the employee shall not forfeit more than two **weeks' pay**, and further provided that in calculating any forfeited payment in lieu of the employee's period of notice being worked out, the wages the employee would have received in respect of the ordinary time that would have been worked during the period of notice will be used.

Provided that an employee may not forfeit any wages earned unless the employee has provided written authorisation to the employer to do so.

- (i) **Summary dismissal**

The employer may dismiss an employee without notice for serious misconduct as defined by the *Fair Work Act* and in such cases wages will be paid only up to the time of dismissal.

- (j) **Discussions prior to decision to terminate employment**

In circumstances where termination of employment at the initiative of the employer may result, the employer is to notify the employee concerned of the issues in writing and the employee will be given an opportunity to respond to these issues.

The employee has a right to be represented by a union official and/or any other person of the **employee's choice**.

18 Allowances

- (a) **Higher duties and in charge allowance**

- (i) 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.
- (ii) A Registered Nurse Level 1 or Level 2 who, for more than half a shift is required to assume in-charge responsibility for all areas of the facility (including catering, domestic and care staff), shall be paid an in-charge allowance of \$35 (2017) and \$35.70 (2018) for each shift worked, and for night shift workers working between 11.00pm and 7.00am, an in-charge shift allowance of \$44.11 (2017) and \$44.99 (2018) for each shift worked.

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

(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**

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

- (i) the preceptor program must be approved by the employer; and
- (ii) where an employer requires an employee to act as a preceptor the employer will pay all course fees and provide time off on full pay for the employee to attend the preceptor course.

(d) **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

(e) **Driving licence allowance**

An employee directed by the employer to drive vehicles requiring a driving licence is to be reimbursed the cost of the driving licence.

PROVIDED THAT this provision does not apply to employees who are required to drive only on an occasional basis.

(f) **Allowances not to be taken into account**

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

Notwithstanding subclause (a) above, the casual loading is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

(g) During the life of this Agreement expense-related allowances will increase in accordance with Schedule 4.

19 Payment of Wages

- (a) For the purpose of this Clause, **wages** means the relevant rate for ordinary working hours worked to which an employee is entitled and includes any other payment to which an employee is entitled under the provisions of this Agreement including allowances, loadings and overtime.

Time and interval of payment

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

Method of payment of wages

- (e) Payment of wages shall be by direct bank deposit or some other method determined by the employer, provided that employees shall nominate into which bank or financial institution their wages are to be paid.
- (f) The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.

Statement of wages

- (g) On or before pay day the employer is to provide to employees full written details of the wages being paid in that pay period.

Deduction of moneys

- (h) Where authorised by an employee in writing, the employer is to make deductions from the employee's wages in respect of medical benefits, union subscriptions, and deductions in respect of superannuation and salary packaging.
- (i) Where on termination of employment an employee owes money to the employer, including the cost of unreturned uniforms and other property of the employer, the employer is entitled to deduct such owed money from the employee's final pay provided the employee provides written authorisation for such deduction.

For the purpose of clarity **owed money** is taken to include unrecovered overpaid wages.

Late payment of wages

- (j) Except in circumstances beyond the control of the employer, and subject to (l) below, an employee kept waiting for more than a quarter of an hour for wages, on

the normal pay day after the usual time for ceasing work, is to be paid the relevant overtime rate after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.

PROVIDED THAT any period of waiting time shall not commence until the time that the employee notifies the employer that payment of wages has not been made, except that, should the late payment of wages result in the employee incurring financial institution charges, the employer will pay those charges.

- (k) Payment at the relevant overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

(l) **Agreed alternative arrangements - no waiting time payment to apply**

The provisions for payment of waiting time of (j) and (k) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment to be made.

PROVIDED THAT if the employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of (j) and (k) above until such time as the employee's wages are paid.

Payment of wages on termination

- (m) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.
- (n) If payment at the time of termination is not practicable the employer shall, on the next working day of the pay office arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account.
- (o) Except in circumstances beyond the employer's control, if an employee's outstanding pay and entitlements upon termination are not paid within the time specified in (14) above, any time spent waiting to be paid after the date of termination shall be paid for at the relevant hourly rate up to a maximum of 7.6 hours a day for each day that the employee is kept waiting for payment and shall continue until the time that payment is made.

20 Meal Breaks

(a) **Meal times – day workers and shift workers**

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

PROVIDED that the maximum paid meal break is half an hour.

Work during meal break

- (b) Subject to existing custom and practice, day workers who are directed to work during their usual meal break shall, for all work performed during such period and until a meal break is allowed, be paid at the rate of time and one half of their relevant rate.
- (c) Day workers and shift workers who work in excess of four continuous hours are entitled to a paid meal break of thirty minutes.
- (d) Where employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.

- (e) Unless agreed otherwise between the employer and employees, employees who are not relieved shall be paid at the rate of time and a half of the relevant hourly rate for the period of the meal break and until relieved.

Meal break when required to work overtime

- (f) Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at the relevant rate.

PROVIDED THAT an employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

- (g) (i) An employee required to work overtime for more than two hours without being notified the previous day or earlier of the requirement to work overtime shall be paid a meal allowance of \$13.07 (2017) and \$13.33 (2018) or supplied with a meal by the employer.

PROVIDED THAT where such overtime work exceeds four hours a further meal allowance of \$11.79 (2017) and \$12.03 (2018) will be paid.

Clause g(i) will not apply when an employee could reasonably return home for a meal within the meal break.

- (ii) During the life of this Agreement the meal allowance will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates as per Schedule 4.

(h) **Charges for meal provided by employer**

The maximum amount that shall be charged or deducted where employees receive a meal from their employer shall be:

lunch or evening meal:

- | | |
|-----------------------------------|--------|
| ▪ two course | \$4.50 |
| ▪ other course (i.e. soup, sweet) | \$3.00 |
| ▪ plate of sandwiches | \$3.00 |

PROVIDED THAT where a meal is provided as above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments.

PROVIDED FURTHER THAT the charges specified in sub clause (h) will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates in accordance with Schedule 4.

21 Overtime

Requirement to work reasonable overtime

- (a) Subject to (b) below, an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.
- (b) An employee may decline to work overtime if it would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to the employee's health and safety;
 - (ii) the employee's personal circumstances including family responsibilities;
 - (iii) the needs of the employer;
 - (iv) the notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and

- (v) any other relevant matter.
- (c) Overtime is not to be worked without the prior approval of the employer.

(d) **Payment for working overtime – Day Workers**

For all time worked in excess of ordinary hours of work, payment, except for shift workers is to be made as follows:

- (i) Monday to Saturday inclusive – time and a half for the first two hours and double time thereafter;
- (ii) Sunday – double time;
- (iii) public holidays – double time and one half.

PROVIDED THAT an employee who is regularly required to work on public holidays may by agreement with the employer, in addition to any paid time off in lieu granted by the employer, be paid at the rate of time and one half of the relevant rate for the first eight hours worked during the employee's spread of hours, and thereafter at the overtime rates specified above.

PROVIDED FURTHER that payment for overtime must not in the aggregate exceed the equivalent of double time and a half of an employee's relevant rate.

(e) **Part-time employees - work performed outside spread of hours**

Part-time **day workers** who work outside the specified spread of hours are to be paid as follows:

- (i) Monday to Saturday inclusive – time and one half for the first two hours, double time thereafter;
- (ii) Sunday – double time;
- (iii) Public holidays – double time and a half.

(f) **Director of Nursing/Clinical Supervisor**

The Director of Nursing/Clinical Supervisor is not entitled to payment for overtime.

PROVIDED THAT the Director of Nursing/Clinical Supervisor who work overtime on rostered nursing duties in excess of her ordinary duties as Director of Nursing/Clinical Supervisor shall be entitled to receive payment for overtime calculated by reference to the relevant rate for the duties being performed for all time so worked.

(g) **Calculation of overtime to be based on Agreement rates**

For casual employees payment for overtime is to be calculated by reference to the relevant hourly rate.

Time off in lieu of payment for overtime

- (h) By agreement between the employer and an employee, time off in lieu of overtime may be taken at the equivalent overtime rate.
- (i) Where time off in lieu of overtime has not been taken within four weeks of its accrual the employer shall, if so requested by an employee, pay the employee the overtime rates that would have applied if the employee had not elected to take time off in lieu of that overtime.

22 On-Call Arrangements

Call back

- (a) An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, as follows:

- (i) for the first recall a minimum payment of four hours; and
- (ii) for any subsequent recall a minimum payment of three hours.
- (b) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (c) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

Close call

- (d) 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.
- (e) An employee may be required by the employer to remain on close call.
- (f) 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.

Remote call

- (g) For the purpose of this Clause remote call means an employee rostered to be available for call but allowed to leave the workplace.
- (h) An employee rostered to remain on remote call:
 - (i) is to be paid \$1.59 (2017) and \$1.63 (2018) for each hour that the employee is required to be so available, with a minimum payment of \$15.55 (2017) and \$15.86 (2018) per day or shift when so rostered; and
 - (ii) the minimum payment per day or shift in (i) is to be increased in accordance with Schedule 4.
 - (iii) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.
- (i) If an employee rostered to be on remote call is recalled to work payment is to be as specified in (a) above, in addition to the allowance specified in (h) above.

23 Shift Workers

Afternoon and night shift allowances

- (a) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts:
 - (i) afternoon shift – 15%
 - (ii) night shift – 17.5%
- (b) A shift worker who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) works on night shift for a period in excess of four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;

shall for such engagement, period or cycle be paid 30% more than the employee's relevant rate for all time worked during ordinary working hours.
- (c) **Saturday shifts**

A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in (a) above.

PROVIDED THAT this sub clause shall not prejudice any right of an employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

Sunday and holiday shifts

(d) Shift workers who work on a rostered shift, the major portion of which falls on a Sunday or a public holiday, shall be paid the following loadings:

- (i) Sundays – at the rate of double time of the relevant hourly rate;
- (ii) public holidays – at the rate of double time of the relevant hourly rate.

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

(e) The time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.

(f) Where a shift falls partly on a holiday, the shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

(g) Where a shift worker is required to work on a public holiday and is granted a substitute day the loading specified in sub clause (d) above shall not apply.

(h) Broken or split shifts

Broken shifts may be worked by agreement between the employer and the employee(s) concerned.

PROVIDED THAT work performed outside the spread of ordinary working hours on a broken shift is to be paid at double time.

Part-time shift workers – work outside rostered shifts

(i) The provisions of this clause apply to part-time shift workers.

PROVIDED THAT if an employee by choice or agreement with the employer works outside rostered shifts such work shall not attract overtime rates.

PROVIDED FURTHER THAT any time worked in excess of eight hours per day shall be paid at double time.

(j) Where an employee is directed to work shifts other than in accordance with this clause the employee shall be entitled to overtime payments as specified by this clause.

(k) Rosters

There is to be a shift roster which must:

Rotation

- (i) make provision for rotation unless all of the employees concerned desire otherwise; and

Number of shifts

- (ii) not roster any employee to work for more than eight shifts in any nine consecutive days; and

Roster period

- (iii) stipulate a 28 day roster period which is to include an accrued day off in addition to eight rostered days off; and

Minimum number of days off

- (iv) make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the employer and the employee(s) concerned; and

Change to roster

- (v) not be changed without a minimum of four weeks' notice.

PROVIDED THAT by agreement between the employer and the employee(s) concerned changes to rosters may occur without the four weeks' notice specified in (k)(iii) above.

PROVIDED FURTHER that an employee's place on a roster shall not be changed except with a week's notice of such a change, or payment of the relevant overtime rate.

(l) 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.

Meal break

- (m) A roster must show the time span of employees' paid meal breaks for employees who have worked for more than four hours.

- (n) The paid meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.

PROVIDED THAT a day shift worker's meal break is to be taken between 12.00 midday to 2.00pm.

PROVIDED THAT notwithstanding this Clause agreement may be reached between the employer and the employee(s) for different arrangements to allow for special circumstances.

Handover

- (o) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 45 minutes in any 24 hour period is to be paid for handover.

PROVIDED THAT if handovers are completed in less than 45 minutes only the time actually worked shall be paid.

PROVIDED FURTHER that if handovers exceed 45 minutes no additional payment shall be made.

- (p) Handover time is to be paid at the rate applying to the shift worked by the employee except that overtime rates shall not apply.

Overtime

Payment for overtime

- (q) For work performed by shift workers outside the ordinary hours of their shifts, or ordinary hours for shiftworkers or prescribed by Clause 13 double time is to be paid, provided a minimum of eight ordinary hours has been worked on that day.

PROVIDED THAT this payment shall not apply in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to rotation of shifts.

- (r) In circumstances where the employer is given less than four hours' notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designated time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the employer

PROVIDED THAT for all time worked in excess of that four hour period the unrelieved shift worker is to be paid at the rate of double time.

PROVIDED FURTHER that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

Rest period after overtime

- (s) Where employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (t) Employees, other than casual employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least eight consecutive hours off duty between those finishing and starting times, shall not be required after the **completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.**
- (u) If at the direction of the employer an employee resumes or continues work without having had eight consecutive hours off duty as specified in (t) above, the employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.
- (v) **Calculation of overtime**
A casual employee who works overtime is to be paid at double the relevant hourly rate for any overtime so worked.

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

For any period of annual leave an employee is to be paid a loading, calculated as follows –

Day worker

- (a) an employee who, if not taking annual leave would otherwise have worked on day work only, a loading of 17.5% of the **employee's relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the employee is entitled;**

Shift worker

- (b) an employee who, if not taking annual leave would otherwise have worked on shift work only, a loading of 17.5% of the **employee's relevant rate, that rate to include any higher duty allowance or other all purpose payment to which the employee is entitled.**

PROVIDED THAT an employee who would have received shift payments as specified in Clause 23 had the employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the relevant rate, then the employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the employee would have received in accordance with the employee's projected shift roster.

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 be 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 four 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 Director of Care/Clinical Supervisor

The Director of Nursing/Clinical Supervisor is entitled to a period of twenty-five working days annual leave after twelve months continuous service, less the period of annual leave.

24.10 Annual leave exclusive of public holidays

Annual leave taken shall be exclusive of public holidays.

PROVIDED THAT a shift worker, including a part-time shift worker, shall have added to the entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that employee, would have been a rostered day off.

- 24.11 Notwithstanding sub clause 24.4 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) Personal/carer's leave is provided for in the National Employment Standards. Where entitlements are more beneficial to employees than those in the National Employment Standards they are set out below. This clause shall not apply to casual employees.

- (b) For the purpose of personal/carer's leave, where the employer requires an employee to confirm the reason for the absence, the employee may provide a **doctor's certificate**, a certificate from a registered Medicare provider, or a statutory declaration.

- (c) **Amount of personal/carer's leave – employees**

An employee is entitled to 20 days (152 hours referenced to a 38 hour week) of personal/carer's leave, which shall accrue progressively.

- (d) **Communicable Diseases**

In the event of an outbreak of a communicable disease at one of the employer's facilities an employee who contracts a communicable disease and takes personal leave due to that illness is entitled to a maximum of 3 days' paid personal leave per outbreak, in accordance with this clause, with no reduction in their accrued personal leave under the following conditions:

- (i) the facility is in a declared "lock down" as per requirements of the relevant state body. A lock down is defined by the employer's communicable disease outbreak protocols which are determined by the Clinical Supervisor in conjunction with the Department of Health;
- (ii) the employee must have worked at the facility during the declared communicable disease outbreak;
- (iii) a declared outbreak is two or more cases of vomiting or diarrhoea in a 24 hour period.

- (e) **Personal leave**

An employee is entitled to paid personal leave at the employee's relevant rate exclusive of shift or weekend loadings or overtime subject to the following:

- (i) employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers compensation;
- (ii) employees must, as soon as possible prior to going on personal leave, inform the employer of their inability to attend for duty, and as far as is reasonable advise the nature of the injury or illness and the estimated duration of the absence;
- (iii) the onus is on employees to demonstrate to the satisfaction of a reasonable person that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed.

- (f) If an employee is absent on personal leave on the day immediately before or immediately after an accrued day off the employee must provide a doctor's certificate, a certificate from a registered Medicare provider, or a statutory declaration in respect of the absence.

Carer's leave

- (g) **Notifying the employer of absence on carer's leave**

Wherever practicable employees are to give the employer prior notice of the need for them to take carer's leave, and the estimated period of absence on carer's leave, but where this is not practicable employees must inform the employer as soon as possible on the first day of any such absence.

- (h) **Unpaid carer's leave**

Subject to agreement by the employer, employees may take unpaid carer's leave.

26 Parental Leave

The following provisions are to be read in conjunction with Schedule 2 – Parental Leave.

Notwithstanding the foregoing, an employee who is the primary care giver of the child and who qualifies for an entitlement to the Federal Government's paid parental leave scheme in respect to the child shall, in addition to any weekly payment paid to the employee under the National scheme, receive the following additional benefits:

- (a) For each week of paid parental leave that the employee is entitled to under the Federal Government scheme, up to a maximum 14 weeks (which is paid at the minimum wage), the employer shall:
- (i) make an additional payment to equate the employee's total weekly payment to his or her relevant rate of pay (multiplied by the number of ordinary hours normally worked per week); and
 - (ii) continue to make superannuation guarantee contributions based on the employee's total weekly payment as specified in (a)(i) above; and
 - (iii) continue to accrue paid leave entitlements during the period when the employee is in receipt of the top up payment specified in (a)(i) above.

PROVIDED THAT the employee may elect to be paid the top up payment specified in (a)(i) above at another time during the period of parental leave, thus extending the period of paid parental leave. Such arrangements will be agreed in writing. In such cases the maximum superannuation guarantee contribution made by the employer and the leave accruals shall not exceed those specified in (a)(ii) and (a)(iii) above.

and further:

- (b) an eligible employee (who is not the primary care giver of the child) is entitled to one week's paid parental leave at the relevant rate. As a form of paid leave, superannuation guarantee contributions and leave accruals will continue to apply.

27 Public Holidays

Entitlement to paid public holidays

- (a) Subject to the provisions of this Agreement employees who accrue paid entitlements to annual leave, sick leave and holidays with pay are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day, Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, or such other day(s) which may be observed in the locality in lieu of any of

these public holidays or such additional days as prescribed by the *Statutory Holidays Act 2000* as amended.

- (b) Payment for public holidays taken and not worked is to be at the rate of pay to which the employee would have been entitled if at normal work on that day.
- (c) In circumstances where an employee is required to work on a public holiday which **applies at the employee's usual workplace**, but the employee is working away from the usual workplace and at a location where that public holiday does not apply, an **additional day is to be added to the employee's annual leave entitlement**, or the employee may elect to take another working day in lieu of that public holiday.
- (d) Subject to the provisions of this Clause and Clause 24, where an employee is entitled to payment for public holidays this may occur, by agreement between the employer and employee, in the following manner:
 - (i) if a public holiday is worked the employee can be paid at the rate of double time, in which case no extra day will be added to **the employee's annual leave entitlement**; or
 - (ii) if an entitlement to payment for public holidays not worked exists the employee can be paid at the rate of single time, in which case no extra day will be added to the **employee's annual leave entitlement**.

28 Travelling and Excess Fares

Travel

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

Excess fares

- (c) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.
- (d) 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 (d) above does not apply to employees who drive their own vehicles to and from work.

29 Uniforms

Uniforms to be provided

- (a) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms.
- (b) If uniforms are not provided as per (a) above, employees are to be paid in lieu of the uniform either:
 - (i) an amount of \$6.36 per week (2017) and \$6.49 (2018), except for periods of absence in excess of three working days, but inclusive of public holidays not worked; or

- (ii) an amount of \$5.51 (2017) per week and \$5.62 (2018) as an allowance, not subject to loadings or additional rates, for each week or part of a week of paid employment including periods of approved paid leave.

30 Notice Board

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

31 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 (a).
- (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.

32 Redundancy

Requirement to consult

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

(c) Redeployment and retraining

- (d) 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.

Notice of redundancy

- (e) The employer is to provide as much notice as is reasonably practicable of an intended redundancy.
- (f) 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 45 years of age at the time of termination of employment and has completed two or more years of continuous service with the employer.

Voluntary redundancy

- (g) 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.

- (h) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility.
- (i) 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 sub clauses (g) and (h).
- (j) The employer is to consult with the union(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

(k) **Redundancy package**

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

Years of Continuous Service*	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years	20 weeks

* Note: continuous service is calculated to completed years and months of service for redundancy pay purposes.

PROVIDED THAT for employees employed at the date of approval of this agreement who have over seven years of continuous service, redundancy pay shall be paid in accordance with Schedule 3.

PROVIDED FURTHER in addition to the redundancy pay specified above, a payment for pro-rata long service leave will also be made for employees with more than five years' continuous service as at the date of redundancy.

PROVIDED always 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.

(l) **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.

(m) **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.

(n) **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.

(o) **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.

(p) **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.

(q) **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 the employee made redundant by the employer of the vacancy and to invite them to apply for it, within 12 months of the employee being made redundant.

33 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(1).

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.

34 No Extra Claims

The parties to this Agreement undertake that, for the life of this Agreement, they will not pursue any claims in respect to changes to salaries and conditions of employment covered by this Agreement provided that on or about the nominal expiry date any party may provide the employer with a Log of Claims with the purpose of bargaining for a replacement agreement.

The parties acknowledge that, by mutual agreement, an application to vary the terms of this Agreement may be made pursuant to the terms of the *Fair Work Act*.

35 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
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

36 Long Service Leave

Employees who have completed 10 years' continuous service may take long service leave up to a maximum of 8.66 weeks. Access to any other pro-rata long service leave provisions shall be in accordance with the *Long Service Leave Act 1976*.

37 Payment of Nurses' Registration Fees

Employees will be reimbursed the cost of nurses' registration fees on the following basis:

- | | | |
|-----|----------------------------|----------------------|
| (a) | 90-100% of full time hours | \$4.25 per fortnight |
| (b) | 75-89% of full time hours | \$3.20 per fortnight |
| (c) | 50-74% of full time hours | \$2.15 per fortnight |
| (d) | 25-49% of full time hours | \$1.05 per fortnight |

38 Payment of Annual Influenza Vaccination

The employer will pay the costs of annual influenza vaccinations.

39 Payment of Police Checks

The employer will pay half the cost of a full-time employee's police check, and for a part-time employee reimbursement will be calculated on a pro rata basis referenced to the proportion that the part-time employees' ordinary working hours bear to 38.

PROVIDED THAT in order to qualify for reimbursement employees must have made the appropriate applications for police checks within a time frame established by the employer.

40 Telephone Advice Allowance

If an employee is regularly required to provide off-worksite out of hours work-related advice by telephone, by mutual agreement with the employer the employee may elect to be provided with a mobile telephone or a telephone allowance.

41 Community Services Leave

(a) Emergency Services Leave

Where relevant an employee who is a volunteer worker with the Tasmanian Ambulance Service, Tasmania Fire Service or State Emergency Services or other recognised emergency management body (defined within the National Employment Standards) is entitled to a maximum of five days a year paid emergency services leave in relation to emergency call outs. Additional unpaid leave may be approved by the employer subject to the employee's absence being reasonable in all the circumstances.

PROVIDED THAT employees must have previously advised the employer of their membership of an emergency service.

PROVIDED FURTHER THAT this leave will not be paid in respect of training time spent with an emergency service.

(b) Jury Service (other than casual employees)

(i) This section applies if:

- (A) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and
- (B) the employee is not a casual employee.

(ii) Subject to subsections (b)(iii), (b)(iv) and (b)(v), 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.

(iii) 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.

(iv) If, in accordance with (b)(iii) above, the employer requires the employee to give the employer the evidence referred to in that subsection:

- (A) the employee is not entitled to payment under (b)(ii) above unless the employee provides the evidence; and
- (B) if the employee provides the evidence—the amount payable to the employee under subsection (b)(ii) above 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.

- (v) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:
 - (A) the employer is only required to pay the employee for the first 10 days of absence; and
 - (B) the evidence provided in response to a requirement under subsection (iii) need only relate to the first 10 days of absence; and
 - (C) the reference in subsection (iv) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.
- (vi) Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.
- (vii) Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform jury service.

42 Child Care Costs for Overtime

If the employer asks an employee to work overtime in an emergency situation the employer will meet the cost if the employee needs to arrange for child care in order to work the overtime.

43 Compassionate 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"), 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.

44 Ceremonial / Cultural Leave

An employee who is required by cultural tradition to be absent from work for legitimate and recognised ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any year, with the approval of the employer.

45 Excessive Workloads

- (a) The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employees and the quality of resident/client care.

To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

- (i) in the first instance, employees should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (ii) if a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (iii) if a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.
 - (iv) the outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.
- (b) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workload issues. Resolution of workload issues should be based on the following criteria including but not limited to:
- (i) clinical assessment of residents' needs;
 - (ii) the demand of the environment such as facility layout;
 - (iii) statutory obligations, (including but not limited to workplace health and safety legislation);
 - (iv) the requirements of nurse regulatory legislation;
 - (v) reasonable workloads;
 - (vi) accreditation standards;
 - (vii) replacement of employees on leave; and
 - (viii) budgetary considerations.

46 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.

47 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.

48 Representational Rights

- (a) Subject to sub-clauses (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.

Declaration and Signatories

This agreement has been negotiated in good faith and through extensive consultation between the employer, the bargaining representatives and the employees to be covered by the Agreement. The parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signed for and on behalf of the parties:

Masonic Care Tasmania Incorporated

Signature

Date

Witnessed by (signature)

Witness name in full (printed)

Witness address

9/10/2017

[Signature]

Charlotte Broadbent

112

(Belinda Beltz, Executive Director
PVC
7 Ballawinnie Road, Lindisfarne
TAS, 7000)

Australian Nursing and Midwifery Federation, Tasmanian Branch

Signature

Date

Witnessed by (signature)

Witness name in full (printed)

Witness address

11/10/17

[Signature]

Mary Jane Bickel

182 Macquarie St

(Emily Shepherd, Branch Secretary
185 Macquarie Street, Hobart
Tas, 7000)

Health Services Union (Tasmania Branch)

Signature

Date

Witnessed by (signature)

Witness name in full (printed)

Witness address

9/10/17

[Signature]

James Gorington

11 Clare St. New Town Tas 7008

(Tim Jacobson, State Secretary
11 CLARE ST. NEW TOWN TAS
7008)

Schedule 1 – 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	FFPP
		on or after	on or after
		31 July 2017	31 July 2018
Enrolled Nurse Level 1		2%	2%
1 st year of service	24.8964	25.3943	25.9022
2nd year of service	25.4239	25.9324	26.4510
3rd year of service	25.9508	26.4698	26.9992
4th year of service	26.4783	27.0079	27.5480
5th year of service	27.0065	27.5466	28.0976
Enrolled Nurse - Level 2			
1st year of service	27.4080	27.9562	28.5153
2nd year of service	27.9362	28.4949	29.0648
Registered Nurse - Level 1			
1 st year of service	27.2699	27.8153	28.3716
Entry up to 2nd year of service	28.5897	29.1615	29.7447
3rd year of service	29.9082	30.5064	31.1165
4th year of service	31.2273	31.8518	32.4889
5th year of service	32.5457	33.1966	33.8605
6th year of service	33.8655	34.5428	35.2337
7th year of service	35.1833	35.8870	36.6047
8th year of service and thereafter	36.5024	37.2324	37.9771
Registered Nurse - Level 2			
1st year of service	37.8209	38.5773	39.3489
2nd year of service	38.7003	39.4743	40.2638
3rd year of service	39.5790	40.3706	41.1780
4th year of service and thereafter	40.4591	41.2683	42.0936
Registered Nurse- Level 3			
1st year of service	42.1080	42.9502	43.8092
2nd year of service	43.0967	43.9586	44.8378
3rd year of service	44.0860	44.9677	45.8671
4th year of service and thereafter	45.0754	45.9769	46.8964

Classification	current rate	FFPP	FFPP
		on or after	on or after
		31 July 2017	31 July 2018
Registered Nurse - Level 4			
Grade 1 (0 -60 beds)	50.3505	51.3575	52.3847
Grade 2 (61 - 90 beds)	50.3505	52.3463	53.3932
Grade 3 (91 -120 beds)	50.3505	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	50.3505	51.3575	52.3847
Grade 2 - Bed capacity 31 - 60	54.1978	55.2818	56.3874
Grade 3 - Bed capacity 61 - 90	58.0447	59.2056	60.3897
Grade 4 - Bed capacity 91 - 120	62.4405	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.

Schedule 2 – Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child and any paid entitlements specified herein shall be in addition to that which would be otherwise available under a national parental leave scheme.

(a) Definitions

For the purposes of this clause:

A Child of a person is:

- (i) a biological child of the person; or
- (ii) an adopted child or step-child of the person; or
- (iii) if, at any time, the person was in a relationship as a couple with another person (whether the persons are the same sex or different sexes)—a child who is a product of the person's relationship with that other person.

For the purpose of paragraph (iii), a child cannot be the product of a relationship between two persons (whether the persons are the same sex or different sexes) for the purposes of this Clause unless the child is the biological child of at least one of the persons or is born to a woman in the relationship.

day of placement, in relation to the adoption of a child by an employee, means the earlier of the following days:

- (i) the day on which the employee first takes custody of the child for the adoption;
- (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

de facto partner, in relation to an employee:

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

employee couple: two employees are an employee couple if each of the employees is the spouse or de facto partner of the other.

medical certificate means a certificate signed by a medical practitioner.

medical practitioner means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.

paid no safe job leave means paid no safe job leave to which an employee is entitled under subparagraph (r)(vi).

(b) Qualifying service

- (i) An employee (other than a casual employee) shall be entitled to leave under this clause if the employee has completed at least 12 months' continuous service with the employer immediately before:
- (A) the day of birth or the expected day of birth of the child; or
 - (B) the day of placement or the expected day of placement of the child – if the leave is adoption related parental leave.
- (ii) A casual employee is not entitled to leave (other than unpaid pre-adoption leave) under this clause unless the employee has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before:
- (A) the day of birth or the expected day of birth of the child; or
 - (B) the day of placement or the expected day of placement of the child – if the leave is adoption leave

and would have had, but for the birth or adoption of the child, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(c) General rule – adoption related parental leave

An employee is not entitled to adoption-related parental leave under this Clause unless the child that is, or is to be, placed with the employee for adoption:

- (i) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- (ii) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and
- (iii) is not a child of the employee or the employee's spouse or de facto partner.

(d) Entitlement to unpaid leave

- (i) An employee is entitled to 12 months of unpaid parental leave if the leave is associated with:
- (A) the birth of a child, being a child who is born to the employee or the employee's spouse or de facto partner; or
 - (B) the placement of a child with the employee for adoption; and
 - (C) the employee has or will have a responsibility for the care of the child.
- (ii) A child is born to a person if (and only if):
- (A) the person gives birth to the child; or
 - (B) the child is born, and the person is the biological mother or biological father of the child.
- (iii) Despite the definition of child in subclause (a) - Definitions an employee is not entitled to unpaid parental leave in relation to a child if the child is not:
- (A) born to the employee or the employee's spouse or de facto partner (within the meaning of paragraph (1) of this subclause); or
 - (B) placed with the employee for adoption.

(e) The period of leave: other than for members of an employee couple who each intend to take leave

- (i) This subclause applies to an employee who intends to take unpaid parental leave if:

- (A) the employee is not a member of an employee couple; or
 - (B) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave
- (ii) The employee must take the leave in a single continuous period.
 - (iii) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to six weeks before the expected date of birth of the child but must not start later than the date of birth of the child.
 - (iv) If paragraph (iii) does not apply, the period of leave must start on the date of birth of the child.
 - (v) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.
 - (vi) Despite paragraphs (iii) to (v), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
 - (A) the employee has a spouse or de facto partner who is not an employee; and
 - (B) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.
- (7) The period of leave: members of an employee couple who each intend to take leave**
- (i) This subclause applies to an employee couple if each of the employees intends to take unpaid parental leave.
 - (ii) Each employee must take the leave in a single continuous period.
 - (iii) When birth-related leave must be taken:
 - (A) one employee's period of leave must start first, in accordance with the following rules:
 - (1) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child – the period of leave may start up to six weeks before the expected date of birth of the child, but must not start later than the date of birth of the child.
 - (2) If paragraph (1) herein does not apply – the period of leave must start on the date of birth of the child; and
 - (B) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under subclauses (i) or (j)).
 - (iv) When adoption-related parental leave must be taken.
 - (A) One employee's period of leave must start on the day of placement of the child; and
 - (B) The other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as may be extended elsewhere under the clause).

(v) Limited right to take concurrent leave

If one of the employees takes a period (the first employee's period of leave, of unpaid parental leave in accordance with paragraph (iii)(A) or (iv)(A), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee's period of leave, if the concurrent leave complies with the following requirements:

- (A) the concurrent leave must not be longer than eight weeks in total;
- (B) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than two weeks;
- (C) subject to subparagraph (D) herein the concurrent leave must not start before, and must not end more than three weeks after:
 - (1) If the leave is birth-related leave – the date of birth of the child; or
 - (2) If the leave is adoption-related leave – the day of placement of the child;
- (D) if the employees agree, the concurrent leave may (subject to paragraph (A)):
 - (1) start earlier than is permitted by paragraph (C); or
 - (2) end up to three weeks later than is permitted by paragraph (C).

(vi) Concurrent leave taken by an employee:

- (A) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (e)(ii)); and
- (B) is an exception to the rules about when the employee's period of unpaid parental leave must start (see paragraphs (iii) and (iv) herein).

(g) Pregnant employee may be required to take unpaid parental leave within six weeks before the birth

(i) If a pregnant employee who is entitled to parent leave (whether or not she has complied with subclause (h) continues to work during the period of six weeks before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):

- (A) a statement whether the employee is fit to work;
- (B) if the employee is fit to work – a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
 - (1) illness, or risks arising out of the employee's pregnancy; or
 - (2) hazards connected with the position.

(ii) Subject to paragraph (iii) herein, the employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as reasonably practicable if:

- (A) the employee does not give the employer the requested certificate within seven days after the request; or
- (B) within seven days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or

- (C) the following subparagraphs are satisfied:
 - (1) within seven days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is in advisable for the employee to continue in her present position for stated period for a reason mentioned in subparagraph (1)(b)(1) or (2);
 - (2) subclause (r) does not apply to the employee.
 - (iii) The period of leave must no end later that the earlier of the following:
 - (A) the end of the pregnancy;
 - (B) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave) – the start date of that leave.
 - (iv) The period of leave:
 - (A) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period; and
 - (B) is an exception to the rules about when the employee's period of unpaid parental leave must start.
 - (v) The employee is not required to comply with subclause (h) in relation to the period of leave.
- (h) Notice and evidence requirements**
- (i) An employee must give his or her employer written notice of the taking of unpaid parental leave under subclauses (e) and (f) by the employee.
 - (ii) The notice must be given to the employer:
 - (A) At least 10 weeks before starting the leave; or
 - (B) If the leave is to be taken in separate periods of concurrent leave and the leave is not the first of those periods of concurrent leave – four weeks before starting the period of concurrent leave; or
 - (C) If that is not reasonably practicable – as soon as is reasonably practicable (which may be a time after the leave has started).
 - (iii) The notice must specify the intended start and end dates of the leave.
- Evidence
- (iv) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
 - (A) if the leave is birth related leave – of the date of birth, or the expected date of birth, of the child; or
 - (B) if the leave is adoption-related leave - of the day of placement or the expected day of placement of the child.
- (i) Extending period of unpaid parental leave: extending to use more of available parental leave period.**
- (i) This subclause applies if:
 - (A) an employee has, in accordance with subclause (h) given notice of the taking of unpaid parental leave; and
 - (B) the period specified in the notice (the original leave period) is less than the employee's available parental leave period.
 - (ii) The employee's available parental leave period is 12 months, less any period of the following kinds:

- (A) a period of concurrent leave that the employee has taken in accordance with paragraph (f)(v);
 - (B) a period of unpaid parental leave that the employee has been required to take under paragraph (g)(ii);
 - (C) a period by which the employee's entitlement to unpaid parental leave is reduced under subparagraph (j)(iv)(C).
- (iii) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension not later than four weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
 - (iv) Only one extension is permitted under paragraph (iii).
 - (v) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.
 - (vi) Nothing in this section entitles the employee to extend the period of unpaid parental leave beyond the employee's available parental leave period.
- (j) Extending period of unpaid parental leave: extending for up to 12 months beyond available parental leave period**

Employee may request further period of leave

- (i) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further of up to 12 months immediately following the end of the available parental leave period.

Making the request

- (ii) The request must be in writing and must be given to the employer at least four weeks before the end of the available parental leave period.

Agreeing to the requested extension

- (iii) The employer must agree to the requested extension, unless the employer has reasonable business grounds for refusing. The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made. If the employer refuses the request, the written refusal must include details of the reasons for the refusal.
- (iv) The following subparagraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in respect of a child under this section:
 - (A) the request must specify the amount (if any) of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (B) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (C) the amount of unpaid parental leave to which the other member of the employee couple is entitled under subclause (d) in respect of the child is reduced by the period of the extension.

(k) Reducing period of unpaid parental leave

If an employer agrees, an employee may reduce the period of unpaid parental leave he or she takes.

(l) Pregnancy ends (other than by birth of a living child) or child born alive dies

Application of this section

- (l) This section applies to unpaid parental leave, if:
 - (A) the leave is birth-related leave; and
 - (B) either:
 - (1) the pregnancy ends other than by the child being born alive; or
 - (2) the child dies after being born.

Cancellation of leave

- (ii) Before the leave starts:
 - (A) the employee may give the employer written notice cancelling the leave; or
 - (B) the employer may give the employee written notice cancelling the leave.
- (iii) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.

Return to work

- (iv) The employee may give the employer written notice that the employee wishes to return to work:
 - (A) after the start of the period of leave, but before its end; and
 - (B) within four weeks after the employer receives the notice.
- (v) The employer:
 - (A) may give the employee written notice requiring the employee to return to work on a specified day; and
 - (B) must do so if the employee gives the employer written notice under paragraph (iv);unless the leave has not started and the employer cancels it under paragraph (ii).
- (vi) The specified day must be after the start of the period of leave, and:
 - (A) if paragraph (iv) applies—within four weeks after the employer receives the notice under that subsection; or
 - (B) otherwise—at least six weeks after the notice is given to the employee under paragraph (v).
- (vii) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

Interaction with subclause (k)

- (viii) This section does not limit subclause (k).

(m) Employee who ceases to have responsibility for care of child

- (i) This subclause applies to an employee who has taken unpaid parental leave in respect of a child if the employee ceases to have any responsibility for the care of the child. However, this section does not apply if subclause (l) applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).
- (ii) The employer may give the employee written notice requiring the employee to return to work on a specified day.
- (iii) The specified day:
 - (A) must be at least four weeks after the notice is given to the employee; and
 - (B) if the leave is birth-related leave taken by a female employee who has given birth – must not be earlier than six weeks after the date of birth of the child.

- (iv) The employee's entitlement to unpaid parental leave in respect of the child ends immediately before the specified day.

(n) Interaction with paid leave

- (i) Subject to paragraph (ii) and (iii) nothing in this clause prevents an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid leave.
- (ii) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (iii) An employee is not entitled to any payment under Clause 41 – Community Services Leave in relation to activities the employee engages in while taking unpaid parental leave.

(o) Keeping in touch days

- (i) This subclause does not prevent an employee from performing work for his or her employer on a **keeping in touch day** while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (ii) A day on which the employee performs work for the employer during the period of leave is a **keeping in touch day** if:
 - (A) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (B) both the employee and the employer consent to the employee performing work for the employer on that day; and
 - (C) the day is not within:
 - (1) if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
 - (2) otherwise—42 days after the date of birth, or day of placement, of the child; and
 - (D) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.
- (iii) The employee's decision whether to give the consent mentioned in paragraph (ii)(B) is taken to be a decision to make, or not make, an arrangement under the National Employment Standards.
- (iv) For the purposes of paragraph (ii)(D), treat as two separate periods of unpaid parental leave:
 - (A) a period of unpaid parental leave taken during the employee's available parental leave period; and
 - (B) a period of unpaid parental leave taken as an extension of the leave referred to in subparagraph (A) for a further period immediately following the end of the available parental leave period.

(p) Unpaid parental leave not extended by paid leave or keeping in touch days

If, during a period of unpaid parental leave, an employee:

- (i) takes paid leave; or
- (ii) performs work for his or her employer on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

(q) Unpaid special maternity leave

- (i) A female employee is entitled to a period of unpaid special maternity leave if she is unfit for work during that period because:
 - (A) she has a pregnancy-related illness; or
 - (B) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (ii) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.
- (iii) The notice:
 - (A) must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and
 - (B) must advise the employer of the period, or expected period, of the leave.
- (iv) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in paragraph (i).
- (v) Without limiting the generality of paragraph (iv) herein an employer may require the evidence referred to in that subsection to be a medical certificate.
- (vi) An employee is not entitled to take unpaid special maternity leave unless the employee complies with paragraphs (ii) and (iv).

(r) Transfer to a safe job and no safe job leave

- (i) This section applies to a female employee who is pregnant if:
 - she gives her employer evidence that would satisfy a reasonable person that she is fit to work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
 - (A) illness, or risks, arising out of her pregnancy; or
 - (B) hazards connected with that position.
- (ii) Without limiting the generality of paragraph (i)(C) of this subclause, an employer may require the evidence referred to in that paragraph to be a medical certificate.
- (iii) If there is an appropriate safe job available – the employer must transfer the employee to that job for the risk period with no other changes to the employee's terms and conditions of employment; or
- (iv) An appropriate safe job is a safe job that has:
 - (A) the same ordinary hours of work as the employee's present position; or
 - (B) a different number of ordinary hours agreed to by the employee.
- (v) Without limiting paragraph (iii)(A) of this subclause, if the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (vi) The employee is entitled to paid no safe job leave for the risk period if:
 - (A) there is no appropriate safe job available;

- (B) the employee is entitled to unpaid parental leave; and
 - (C) the employee has complied with the notice and evidence requirements of subclause (h) for taking unpaid parental leave.
- (vii) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.
- (viii) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (ix) The employee is entitled to unpaid no safe job leave if:
- (A) there is no appropriate safe job available;
 - (B) the employee is not entitled to unpaid parental leave; and
 - (C) if required by the employer – the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy.
- (xi) Without limiting paragraph (viii)(C) of this subclause, an employer may require the evidence to be a medical certificate.
- (s) Consultation with employee on unpaid parental leave**
- (i) If:
- (A) an employee is on unpaid parental leave; and
 - (B) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;
 - the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (ii) The employee's pre-parental leave position is:
- (A) unless paragraph (ii)(B) applies, the position the employee held before starting the unpaid parental leave; or
 - (B) if, before starting the unpaid parental leave, the employee:
 - (1) was transferred to a safe job because of her pregnancy; or
 - (2) reduced her working hours due to her pregnancy;
 the position the employee held immediately before that transfer or reduction.
- (t) Return to work guarantee**
- On finishing unpaid parental leave, an employee is entitled to return to:
- (i) the employee's pre-parental leave position; or
 - (ii) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.
- (u) Replacement employees**
- Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:
- (i) that the engagement to perform that work is temporary; and
 - (ii) of the rights:
 - (A) the employer; and
 - (B) the employee taking unpaid parental leave;

have under subclause (l)(ii) and (iii); and

(iii) of the rights the employee taking unpaid parental leave has under:

(A) subclause (l)(iv) to (l)(vi); and

(B) subclause (t); and

(iv) of the effect of subclause (m).

(v) Unpaid pre-adoption leave

(i) Subject to paragraph (ii) an employee is entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

(ii) An employee is not entitled to take a period of unpaid pre-adoption leave if:

(A) the employee could instead take some other form of leave; and

(B) the employer directs the employee to take that other form of leave.

(iii) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:

(A) a single continuous period of up to two days; or

(B) any separate periods to which the employee and the employer agree.

(iv) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.

(v) The notice:

(A) must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and

(B) must advise the employer of the period, or expected period of the leave.

(vi) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as mentioned in paragraph (i).

(vii) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with paragraphs (iv) to (vi).

Schedule 3 – Preserved Redundancy Pay Provisions

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; and
- (c) payment for all accrued annual leave including leave loading.

Involuntary redundancies

- (d) notice as specified in this clause, or payment in lieu of that notice; and
- (e) two weeks' pay for each completed year of service and pro rata for an uncompleted year; and
- (f) payment for all accrued annual leave including leave loading; and
- (g) payment of pro rata long service leave for employees with more than five years of 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.

Schedule 4 – Allowances Schedule

Type of allowance	Clause	Current \$	FFPP	FFPP
			on or after 31/07/2017	on or after 31/0/2018
			2%	2%
In charge	18(a)(ii)	27.55	35.00	35.70
In charge - night shift	18(a)(ii)	32.33	44.11	44.99
Preceptor allowance	18(c)	3.29	3.86	3.94
Meal allowance	18(d)			
	breakfast	9.75		26.34
	lunch	10.75		29.58
	dinner	18.96		53.69
Meal breaks	20(g)(i)	12.81	13.07	13.33
		11.56	11.79	12.03
Meals provided by employer	20(h)			
	Two course	5.41		4.50
	Other courses	3.76		3.00
	Plate of sandwiches	2.27		3.00
Remote call	22(h)(i)	1.56	1.59	1.63
	Min per day	15.25	15.55	15.86
Shift Workers	23(a)			
	Afternoon			15%
	night			17.5%
Uniforms	29(b)(i)	6.24	6.36	6.49
	29(b)(ii)	5.40	5.51	5.62
Foul & Nauseous Linen	47(a)	n/a	0.45	0.46
	Min per week		2.39	2.45

17 January 2018

Commissioner Lee
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

Dear Commissioner Lee

AG2017/4907 - Masonic Care Tasmania (South) Nurses Agreement 2017

We refer to the above application by Masonic Care Tasmania regarding the Masonic Care Tasmania (South) 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:

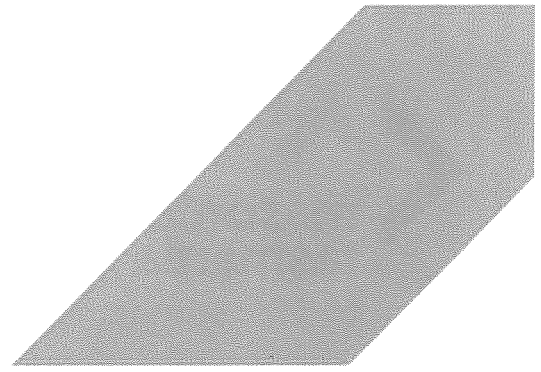
- (a) *Employees that are defined as shift workers are entitled to an additional week of annual leave.*
- (b) *For the purposes of the NES a shift worker is defined as either (whichever definition has the most benefit to an employee):*
 - (i) *An employee who is regularly rostered to work their ordinary 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*
 - (B) *regularly works on weekends*

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NOTE: For the purposes of Clause 24.2(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 grey ink, appearing to read "Belinda Beltz".

Belinda Beltz

Executive Director People & Culture