



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Melaleuca Home For The Aged Inc.
(AG2024/221)

MELALEUCA HOME FOR THE AGED INC. REGISTERED NURSE AND ENROLLED NURSE ENTERPRISE AGREEMENT 2023

Aged care industry

COMMISSIONER WILSON

MELBOURNE, 19 FEBRUARY 2024

Application for approval of the Melaleuca Home for the Aged Inc. Registered Nurse and Enrolled Nurse Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Melaleuca Home for the Aged Inc. Registered Nurse and Enrolled Nurse Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Melaleuca Home For The Aged Inc. The Agreement is a single enterprise agreement.

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

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

[4] The Health Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 February 2024. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/221

Applicant:

Melaleuca Home for the Aged Inc.


Undertaking- section 190

I, Simone Collins, Chief Executive Officer of Melaleuca Home for the Aged Inc. give the following undertakings with respect to The Melaleuca Home for the Aged Inc. Registered Nurse and Enrolled Nurse Enterprise Agreement 2023 ("the Agreement"):

1. I have the authority given to me by Melaleuca Home for the Ages Inc. to provide this undertaking in relation to this application before the Fair Work Commission.
2. With regards to Clause CI 15 (a) (ii), a shiftworker will be defined in accordance with the *Nurses Award*, which defines a shift worker as: *"A shiftworker , for the purposes of the additional week's annual leave provided by the NES , is an employee who: is regularly rostered over 7 days of the week and regularly works on weekends."*
3. Entitlements in accordance with the National Employment Standards ('NES') are provided for under the *Fair Work Act 2009* ('the Act'). The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES, and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.
4. To be clear, this applies in particular to the following Clauses in the Agreement:
 - a. Termination - CI 25 (b) where if money is withheld under this Clause, the notice payable to the employee must not be less than that which is provided under the NES.
 - b. Personal/carer's leave - CI 16 (c) where s.107(2)(a) of the Act provides notice may be given after leave has started.
 - c. Compassionate leave - CI 17 is silent on leave for the permissible occasion of miscarriage or stillbirth, as per s.104 of the Act, which will apply.

Simone Collins

Chief Executive Officer, Melaleuca Home for the Aged Inc.

Signature: 

12/2/2024



Melaleuca Home for the Aged Inc
HOME FOR THE AGED INC.

REGISTERED NURSES AND ENROLLED NURSES
ENTERPRISE
AGREEMENT 2023

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PART 1 – PRELIMINARIES

1. NAME OF AGREEMENT

This agreement shall be known as Melaleuca Home for the Aged Inc. Registered Nurse and Enrolled Nurse Enterprise Agreement 2023.

2. PARTIES TO THE AGREEMENT

The parties to this agreement are as follows:

- a) Melaleuca Home for the Aged Inc. ('the employer')
- b) The Health Services Union, Tasmania Branch
- c) The Australian Nursing and Midwifery Federation, Tasmanian Branch
- d) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

3. RELATIONSHIP TO AWARDS

The parties to this agreement assert that the contents of the agreement: Refer to all conditions of employment of persons employed by the employer; And

Deal with and prevail over all matters in the Aged Care Award 2010 and the Nurses Award 2020 or any other awards that may be deemed to cover and apply to the employees except for this agreement;

4. DATE AND PERIOD OF OPERATION

This Agreement will be operational on the seventh day after the date specified on the Fair Work Commission's decision.

The Agreement has a nominal expiry date of 30 June 2026 and shall remain in operation until at least that date, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.

5. FLEXIBILITY CLAUSE

- 1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;

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

PART 2 – ENGAGEMENT

6. EMPLOYMENT CATEGORIES

- a) Employees under this Agreement will be employed in one of the following categories:
- i. Full-time;
 - ii. Part-time; or
 - iii. Casual.

At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

b) **Full-time employees**

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

c) **Part-time employees**

- i. A part-time employee is an employee who is engaged to work less than an average of 38 hours per week and whose hours are reasonably predictable.

- ii. Before commencing 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.
- iii. The terms of the agreement reached in accordance with paragraph (i) herein may be varied by agreement and recorded in writing.
- iv. The terms of this agreement will apply on a pro rata basis to part- time employees on the basis that the ordinary weekly hours for full- time employees are 38.
- v. Payment in respect of leave entitlements (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of hours the employee would have worked on the day or days on which the leave was taken.
- vi. Permanent part-time employees will receive a minimum payment of four hours for each engagement.
- vii. If a part-time employee is regularly working more than their specified contract hours, the employee may request that the employer increase their contracted hours. The employer will not unreasonably refuse such a request.

This is agreed provided that this will not apply where:

- (a) the increase in hours is a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation.
- (b) The increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client; or
- (c) the operational requirements or anticipated operation requirements of the employer do not support the variation of hours.

d) Casual employees

- i. A casual employee is an employee engaged as such on an hourly basis, other than as a part-time or full-time, to work up to and including an average of 38 ordinary hours per week. The work pattern will be irregular and unpredictable.
- ii. A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time, part- time and fixed term / temporary employees.
- iii. Casual employees will be paid shift allowances calculated on the ordinary rate of pay (excluding the casual loading) with the casual loading component then added to the penalty rate of pay.
- iv. The minimum engagement for a casual employee is two hours for each engagement.
- v. Where the 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.
- vi. PROVIDED THAT if the minimum notice of cancellation is not given the employee is to be paid 3 hours' pay.
- vii. A casual employee whose engagement is cancelled without the minimum notice specified in (4) 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.

viii. **Fixed Term / Temporary employee**

An employee who is engaged for a fixed period not exceeding 12 months on a full time or part time basis. Fixed term/temporary appointments shall not be utilised in circumstances where it would be more appropriate to fill a position on an ongoing, permanent basis.

7. WAGES

1) 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 post diploma or graduate training, shall be paid at the employee's existing salary rate and will be entitled to normal incremental progression.

2) 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 the Australian Health Practitioner Agency 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.

An Enrolled Nurse commencing as a Registered Nurse will be paid as a registered nurse L1 Year 3 for their first year of service.

3) Salary re-entry – Registered Nurses

- a) A Registered Nurse undertaking the re-entry to practice course shall be paid at Registered Nurse Level 1, 1st year of service during course clinical time.
- b) Subject to (a), 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.
- c) 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.

4) Salary re-entry – Enrolled Nurses

- a) An Enrolled Nurse undertaking the re-entry to practice course shall be paid at Enrolled Nurse Med Endorsed 1st year of service during course clinical time.
- b) Subject to (a), such an employee shall be paid at Enrolled Nurse first year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- c) 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.

5) Accelerated advancement

A registered nurse who holds a university qualification which results in their initial registration with the Australian Health Practitioner Agency shall commence as a Registered Nurse Level 1 Y2.

6) Registered Nurse Ratio

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

7) Annual Wage Increases

During the nominal life of this agreement wage rates outlined in Schedule B will increase annually from the same time as the FWC's Minimum Wage Panel's decision or its successor/equivalent indicates, currently the first full pay period occurring after the 1st of July each year in accordance with Schedule B.

Beyond the Nominal Expiry of Agreement

In the circumstance that this Enterprise Agreement is not replaced prior to the implementation of the FWC Minimum Wage Panel's national wage decision applicable to June 2026 (and all subsequent decisions until the EA is replaced), the FWC decision (amount or percentage) will apply only, without any additional percentage or amount applied, provided this Enterprise Agreement is still operational by law.

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 Section 13 and knowledge gained through experience in the practice settings over such a period.

Schedule 1 attached to this EA displays the wage rate for each classification for each year of the agreement. Increases are effective from the first full pay period on or after July 1st of each year for 2016, 2017 and 2018

8. PAYMENT OF WAGES

- a) Wages are to be paid fortnightly and not later than Thursday of the week of payment. Melaleuca's nominal pay day is the Wednesday following the end of each pay period.

When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.

The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.

- b) Method of payment

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

The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.

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

- iii. Upon authorisation by an employee, the employer shall deduct monies from the employee's salary for payment of regular deductions.

- iv. Where on termination of employment an employee owes money to the employer, including the cost of keys, phones and other property of the employer, the employer is entitled to deduct such owed money from the employee's final pay if the deduction is authorised by the employee.

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

- v. Methodology for calculating casual shift penalties

Example of payment Calculation for Casual Staff

Example (Casual Employee works 8 Hours on a Sunday)									
Hourly		25% Casual	Total of Wage		Penalty Rate	Total of Loaded Rate		Hours	Total Payment
Wage rate		Loading	Plus Loading		Sunday	Plus Penalty Rate		Worked	Paid
\$20.00	+	\$5.00	\$25.00	+	200%	\$50.00	X	8.00	\$400.00

Late payment of wages

Except in circumstances beyond the control of the employer, and subject to (12) 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 appropriate 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.

Payment at the appropriate 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.

Agreed alternative arrangements - no waiting time payment to apply

The provisions for payment of waiting time of 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 (10) and (11) above until such time as the employee's wages are paid.

c) Termination

Where employment is terminated summarily on or giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.

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.

Except in circumstances beyond the employer's control, if the money is not posted within that time, or is not available at the nominated location, then any time spent waiting after the date of termination shall be paid for at ordinary rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is effected.

9. HOURS OF WORK

a) Day Workers

Day workers are employees that are employed for ordinary hours of work between 7.00am and 7.00pm weekdays (Monday to Friday). These employees can average up to 38 hours per week, worked over 76 hours per two week period, and can work up to 8 hours on any day or shift.

b) Shift Workers

- i. A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in sub clause (a) above.
- i. The maximum hours for a shift are 8 provided an employee may agree to extend the ordinary hours for a shift to 10.
- ii. Part-time shift workers maximum ordinary hours in a fortnight are to be 76.

10. SHIFTWORK PENALTIES

a) Definitions:

The following definitions apply for the purposes of this clause:

Afternoon shift: means a shift finishing between 6.00pm and midnight.

Day shift: a day shift means a shift worked between 6am and 6pm.

Night shift: means a shift that is not a day shift or an afternoon shift. –

Afternoon and night shift allowances:

- b) Shift workers are to be paid the following shift penalties (calculated on their relevant hour rate) for working afternoon or night shifts –
 - i. afternoon shift 15%
 - ii. night shift 17.5%
- c) A shift worker who:
 - i. during a period of engagement on a 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. Provided this sub clause will not apply where the employee's preference is to work night duty.
- d) Saturday shifts

A shift worker, for working ordinary hours on a Saturday, will be paid at the rate of time and one half of the employee's base rate for all hours worked on that day, however, the rates are in substitution for and not cumulative upon any other shift penalty.
- e) Sunday and holiday shifts
 - i. 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 penalties:
 - a. Sundays – at the rate of double time (200%) of the relevant hourly rate.
 - b. Public Holidays – at the rate of double time and a half of the relevant hourly rate.Provided that these shift penalties shall be in substitution for, and not cumulative upon, any other shift penalty.
 - ii. 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, shall be regarded as time worked on the Sunday or holidays.
 - iii. Where a shift falls partly on a holiday, and the major portion of the shifts is worked on the holiday, the whole shift shall be regarded as the holiday shift.
 - iv. Where a shift worker is required to work on a public holiday and is granted a substitute day the penalty specified in this sub clause shall not apply.

Daylight Savings

Upon the changeover of time as a result of daylight saving in October and March each year the following shall apply:

- a) Employees shall be paid for actual time worked irrespective of the length of the shift.
- b) Employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost, and those working the additional hour will be paid at the ordinary rate plus applicable shift rate.

11. ROSTER RULES

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

- b) The roster will be based on a 28 day cycle and will be displayed at least four weeks prior to the commencing date of the first working period in any roster, provided it is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- c) Rosters must 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;-
- d) Not roster any employee to work for more than eight shifts in any nine consecutive days;
- e) There will be at least 9 hours between the completion of a shift and the commencement of another shift for any employee, unless by mutual agreement between the employer and employee this time is agreed to be 8 hours on any individual occasion.
- f) Paid 30 minute meal break for any rostered in excess of 5 hours.
- g) Change to roster
The roster will not be changed without a minimum of four weeks' notice.
Provided that the roster may be changed at any time where there is evidence of mutual agreement to do so.
Provided further that an employee's place on a roster will not be changed except with a week's notice of such change, or payment of the relevant overtime rate.
- h) Broken shifts are by mutual agreement between the employer and the employee only.
PROVIDED THAT work performed outside the spread of hours and a maximum of eight hours in total on a broken shift is to be paid at double time. The applicable shift penalties will apply for any portion of the shift that would otherwise attract a shift penalty ie afternoon, night, weekend and holidays with pay.
- i) Handover
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 twenty-four hour period is to be paid for handover.
PROVIDED THAT if handovers are completed in less than forty-five minutes only the time actually worked shall be paid.
PROVIDED FURTHER that if handovers exceed forty-five minutes no additional payment shall be made.
Handover time is to be paid at the rate applying to the shift worked by the employee except that overtime rates shall not apply.

12. BREAKS

- a) Meal breaks
Each employee who works in excess of five hours will be entitled to a paid meal break of 30 minutes, to be taken at a mutually agreed time after commencing work.
If an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee shall be allowed a meal break as soon as practicable during the remainder of the ordinary working hours.
PROVIDED THAT the circumstances in which an employee is called to duty during a meal break shall be emergency situations or other circumstances where the work required cannot wait until after the meal break has been completed.
- b) Tea breaks
Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.

- i. Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- ii. Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- c. Tea breaks will count as time worked.

13. OVERTIME

- a) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer. The Employer acknowledges that they will not unreasonably refuse overtime. Overtime is to be approved in advance. Overtime is payable in the following circumstances:

- i. **Day Work Employees**

For work performed:

- a. outside the span of ordinary hours [clause 9]
- b. in excess of the daily maximum hours [clause 9]
- c. in excess of the fortnightly maximum hours [clause 9]
- d. in excess of the agreed hours specified in clause [9]

the employee will be paid overtime as follows:

Monday to Sunday

Double time.

Public Holidays

- a. Double time and one half

- ii. **Shift Work Employees**

For work performed:

- a. in excess of the daily maximum hours [clause 9]
- b. in excess of the fortnightly maximum hours [clause 9]
- c. in excess of the agreed hours specified in [clause 9]
- d. in excess of the employee's rostered shift provided a minimum of 8 hours has been worked on that day,

double time is to be paid.

Provided that an employee will not be entitled to overtime payments where they have agreed in writing to vary their agreed hours and/or their rostered shift on the understanding that such additional hours will be paid at ordinary time, subject to the provisions of this agreement.

Provided further that part-time employees may agree in writing to work additional ordinary time shifts within the roster cycle provided that their fortnightly hours do not exceed 76 hours. Overtime in these circumstances is not payable.

- iii. **Casual employees**

All time worked by a casual employee in excess of 8 hours per day (10 if extended by agreement) or 76 hours per fortnight will be paid for at the rate of double time of the casual rate of pay for the full-time applicable classification. To avoid doubt, the penalty rate is in substitution for, and not in addition to, the shift penalties prescribed in this Agreement.

Overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.

An employee will not be entitled to overtime payments where they have agreed to vary their agreed hours and/or their rostered shift on the understanding that such additional hours will be paid at ordinary time, subject to the provisions of this agreement.

b) Meal break when required to work overtime

- i. An employee required to work overtime and who is required to work for more than one and half hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.
- ii. **Meal allowance**
An employee required to work for more than two hours overtime without having been notified of the requirement on the previous day or earlier will be paid a meal allowance in accordance with this Agreement.

c) Rest period after overtime

- i. An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- ii. If at the direction of the employer an employee resumes or continues work without having had eight consecutive hours off duty as specified in (i) 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.

d) Remote call

- i. An employee who is required to remain on "remote call" (that is on call for duty and allowed to leave the workplace) will be paid the following amounts;

Period when employee is on remote call	\$ per 24-hour period or part thereof
Monday to Friday	28.8
Saturday	38.38
Sunday, Public Holiday or non-rostered day	44.77

- ii. Where an employee on remote call is recalled to work at the workplace they will be paid in accordance with the applicable overtime rates. This will be in addition to the remote call payment entitlement described above.

e) Recalled (Left Facility & Returned)

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

14. PUBLIC HOLIDAYS

- a) All employees (other than casuals) are entitled to the following holidays with pay:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day; and any other day prescribed by the Tasmanian Statutory Holidays Act 2000 as amended.

- b) Payment for the public holidays with pay mentioned in sub clause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.
- c) Where an employee, including a casual employee, is required to work on any of the holiday, either for part or the whole of the day they will be paid as follows:
 - i. **Non-shift worker**

In the case of a non-shift worker who works their ordinary hours Monday to Friday between the hours of 7.00 am and 7.00 pm - double time and a half.
 - ii. **Shift worker**
 - a. In the case of a shift worker who works rostered hours on a public holiday – double time.

If an agreement exists between employee and employer an employee may request to be paid single time and have a day added to the employee's annual leave entitlement in lieu of being paid at double time and a half. These additional days do not attract Leave loadings and are paid at the base rate.
 - b. Subject to paragraph 27(c)(ii) a shift worker will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
 - c. Payments under this sub clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
 - iii. **Casual**
 - a. The public holiday penalties specified in subclauses (c)(i) and (ii) above are applied to the casual rate of pay in accordance with the methodology set out in paragraph 8(b)(v).

PART 3 – LEAVE

15. ANNUAL LEAVE

This clause applies to employees, other than casual employees.

- a) Entitlement to annual leave
 - i. For each year of service with the employer, an employee is entitled to 4 weeks of paid leave.
 - ii. Additional leave – Shift workers

If an employee works for more than four ordinary hours on not less than 10 weekend days during any one year; and /or is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker - 5 weeks of paid leave (1 additional week annually). For the purposes of this clause, a weekend means rostered work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

OR

Employees with at least 12 months continuous service who are engaged for part of a 12 monthly period on a roster, which includes work on weekend days, will have a pro-rata entitlement of 1 additional day for each 4 weekend days worked, added to their annual

leave to a maximum of 5 days per annum.

- iii. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to the time when the employment ends.

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

b) Payment for annual leave

If, in accordance with this clause, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

c) Taking paid annual leave

Paid annual leave may be taken for a period agreed between an employee and the employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Annual leave is to be granted and taken in one consecutive period, or any combination of periods agreed between the employer and employee.

d) Employee not taken to be on annual leave at certain times

- i. If the period during which an employee takes paid leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- ii. Annual leave 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, that falls whilst the employee is on Annual Leave, irrespective of whether or not the public holiday falls on a day which, for that employee, would normally have been a rostered day off.

Notwithstanding sub clause 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 normally rostered to work (if not on Annual Leave).

e) Payment for annual leave

- iii. If, in accordance with this clause, an employee takes a period of paid annual leave, the employer must pay the employee the amount of wages they would have received in respect of the ordinary hours of work which they would have worked if not for taking leave, unless otherwise specified by the employee payment of annual leave to be made before going on annual leave (unless otherwise specified by the employee) – and at no later than 12 noon on the last day of work prior to going on leave.
- iv. If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee under sub clause (d)(i) above if the employee had taken that period of leave.

f) Annual Leave Loading

- i. In addition to their base rate of pay, an employee other than a shift worker will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

- ii. Shift workers, in addition to their base rate of pay, will be paid the higher of:
 - a. Annual leave loading of 17.5% of their base rate of pay; or
 - b. The weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- g) Payment in Lieu Annual Leave

Payment in lieu of Annual Leave may only be made as allowed by the NES, meaning:

 - i. Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.
 - ii. The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - iii. The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
 - iv. Extensive accumulated annual leave: An employee must take an amount of annual leave if directed to do so by the employer if:
 - at the time the direction is given, the employee has 2 years or more accrued annual leave which equates to 8 weeks (10 weeks in the case of a shiftworker) annual leave credited to him or her;
 - the employer has first given the employee a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of 6 months (leave reduction plan);
 - the employer has not unreasonably refused to agree to the employee's leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan;
 - the employer has given the direction with not less than eight weeks' notice to the employee;
 - the amount of annual leave left to the employee's credit after direction is at least 6 weeks.

16. PERSONAL/CARER'S LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual.

a) Definitions

Immediate family members or household members

An immediate family member is a:

- Spouse (includes a former spouse)
- de facto partner (includes a former de facto partner of the employee)
- child
- parent
- grandparent
- grandchild
- sibling, or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- A household member is any person who lives with the employee.

b) Amount of Paid Personal Leave

- i. Paid personal leave is available to an employee, when they are absent:
 - a. due to personal illness or injury, or
 - b. to provide care or support to a member of the employee's immediate family or household member who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
 - c. Domestic Violence Issues
- ii. For each year of service a full time employee whose hours are 38 per week is entitled to 174.8 hours of paid personal/carer's leave per year.

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

c) Employee Must Give Notice

An employee shall within 24 hours of the commencement of such absence, inform the employer of his/her inability to attend for duty, and, as far as practicable and is reasonable state the estimated duration of the absence.

d) Evidence Supporting Claim

- i. An employee shall, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave was being taken for the purposes specified in this clause.
- ii. Statutory declarations, certification from other health care professionals may be used in lieu of medical certificates.
- iii. An employee is entitled to access five single days without medical certificate per year. These days are to be NON consecutive.
- iv. When taking leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household the employee must, if required by the employer, establish by production of a statutory declaration or other evidence that would satisfy a reasonable person the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the employee

e) Personal Leave Before or after Accrued Days Off

If an employee is absent on personal leave on the day immediately preceding or immediately following the accrued day off he/she shall provide a medical certificate in support of such absence.

f) Accumulation of Personal Leave

If the full period of personal leave, as prescribed in paragraph (b)(ii) hereof is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.

g) Personal Leave and Infectious Diseases

Notwithstanding any other provisions in this clause, an employee who contracts an infectious disease and/or who, on examination, reveals a changed mantaux reaction in the course of his/her duties, and same having been certified to by a medical practitioner approved by the employer, shall receive full pay during the period of duty up to but not exceeding 12 weeks, and during this time shall be regarded as remaining in the employ of the employer.

h) Personal Leave During Annual Leave

An employee, who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of annual leave, shall be given credit for the time so

certified and the paid annual leave shall be extended by the number of days that the employee has been so certified as unfit for duty.

i) **Personal Leave and Workers' Compensation**

- i. An employee who falls sick by reason of his/her work shall, subject to the recommendation of a medical practitioner, will be paid an amount of wages not less favourable than that prescribed by the Workers' (Occupational Diseases) Relief Fund Act.
- ii. An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation.

j) **Personal Leave Year**

A year for the purposes of this clause shall mean 12 months' continuous service.

k) **Part-Time Employees**

Part-time employees shall have their personal leave entitlement calculated on a pro rata basis based on their ordinary hours of work.

l) **Unpaid Personal Leave**

Subject to subclause (d) of this clause, an employee, including a casual employee, is entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- i. a personal illness, or personal injury, affecting the member; or
- ii. an unexpected emergency affecting the member; or
- iii. in the case of a casual employee, the birth of a child

17. COMPASSIONATE LEAVE

Compassionate leave is as provided for under NES.

'Immediate family', 'de facto' and 'spouse' is as per the definition in Clause 29(a).

a) **Compassionate Leave**

Employees, other than a casual employee, will be entitled to four (4) days' paid compassionate leave when an immediate family member or member of an 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. (In the case of death, there is an additional day of paid leave under the bereavement leave sub clause below)

The leave can be taken in four (4) consecutive days, four (4) single days or any separate periods if the employer and employee agree.

Additional leave may be granted at the discretion of the employer.

Proof of illness, injury or death, in the form of a medical certificate, death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer when requested.

b) **Bereavement Leave**

An employee, on the death of an immediate family/household member, is entitled to four (4) days' paid bereavement leave (five days if travelling interstate), except that no payment shall be made in respect of an employee's rostered days off.

An employee shall, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave was being taken for the purposes specified in this clause if required by the employer.

c) **Payment for Compassionate/Bereavement Leave**

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

For casual employees, compassionate and bereavement leave is unpaid leave.

d) Other Compassionate/Bereavement Leave

An employee may take unpaid bereavement or compassionate leave by agreement with the employer. This additional leave may also include paid personal leave or annual leave or other arrangement as agreed on a case by case basis between the employee and employer.

18. HIGHER DUTIES

An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

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

19. ALLOWANCES AND OTHER MATTERS

a) Nauseous work allowance

An allowance of .54 cents per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance under this clause will be paid a minimum sum of \$2.92 for work performed in any week.

For the purpose of clarity and to avoid doubt, laundry staff will only be eligible for the nauseous work allowance when alginate bags or similar are not in use or are defective.

b) In Charge

An allowance of \$27 per shift for all level 1 and level 2 Registered Nurses staff who are allocated and mutually agree to undertake In Charge responsibilities of their facility.

c) Meal allowance

An employee required to work for more than two additional hours without being notified on the previous day or earlier that the employee will be required to work overtime, will either be supplied with a meal by the employer or paid a meal allowance equivalent to the meal rates as per ATO determinations for rates applicable when working away from home.

d) Uniforms

The employer provides a uniform allowance and a laundry allowance combined. Currently: \$5.84 uniform allowance + \$3.50 Laundry allowance = Total \$9.34 per week

The current allowance is on a pro-rata basis for permanent part time/casual staff as follows:

Above 0.5 FTE (above 16.5 hrs per week) = full allowance = \$9.34

Below 0.5 FTE (below 16.5 hrs per week) = half (50%) of the full allowance = \$4.67

h) These allowances are inclusive of the % increase for the first year of the Agreement.

i) These allowances receive the subsequent % pay increase for year 2 and 3 of the Agreement.

e) Training

- Employees must attend compulsory training including fire and emergency training, OHS training and manual handling training or any other training as may be required by regulatory bodies.
- Employees required to attend compulsory training shall be paid at the base rate of pay for the period of training. Paid compulsory training shall not be counted as time worked for the purposes of calculating overtime or shift penalties in the agreement.

f) Increases to allowances

Allowances will be increased each Financial Year in alignment with wage increase percentage and dates during the life of this Agreement.

g) Preceptor allowance

1. 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 \$3.50 per hour for all time spent so acting, subject to the following –
 - a) the preceptor program must be approved by the employer; and
 - b) the employee must be an endorsed preceptor; and
 - c) where the 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.

h) Post graduate qualification allowance

1. A Registered Nurse or Enrolled 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 undergraduate 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;

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

TO REMOVE ANY DOUBT Medication endorsement held by an enrolled nurse is not a postgraduate qualification and this allowance does not apply.

PROVIDED FURTHER THAT payment of an allowance under this subclause is dependent upon the qualification being relevant to the employee's current area of practice, that the qualification is required by the employer and that the qualification is used in the performance of the employee's work.

2. A post graduate qualification allowance paid in accordance with this subclause shall be taken into account in calculating overtime and annual leave payments.

i) Meal allowance when required to work away from usual workplace

1. Where employees are required to travel away from their usual worksite and are more than sixteen kilometres away from that worksite at their usual meal time they are to be paid a meal allowance for any meal purchased as follows –
 - a) breakfast – \$10.40
 - b) lunch or midday meal – \$11.48;
 - c) dinner or evening meal – \$20.24
2. The allowances specified in sub clause (1) 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 during the life of this Agreement.

j) Driving licence allowance

1. 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.

k) Allowances not to be taken into account

1. 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.
2. Sub clause (1) notwithstanding, the loading payable casual employees 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 (i.e. the overtime rate is not to compound on the casual loaded rate – overtime and casual loading are to be calculated separately on the base rate and then added together).

l) Travel

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.

If employees are required to use their own motor vehicles in connection with the business of the employer, they are to be reimbursed on a per kilometre travelled basis in accordance with the Australian Taxation Office (ATO) rates as amended.

m) 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:

1. lunch or evening meal –
 - a) two or three course \$6.50
 - b) single hot or cold main course \$5.00
 - c) other course (i.e. soup, sweet) \$4.00
2. all breakfasts (Continental) \$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 (7) 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 during the life of this Agreement.

n) Influenza vaccinations

The employer will provide Influenza Vaccinations at no cost to the employee once a year.

20. COMMUNITY SERVICE LEAVE

General

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

Each of the following is an eligible community service activity:

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

a) Voluntary Emergency Management Activity

A voluntary emergency management activity is one where the activity:

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

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

a. The notice:

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

b. Evidence

An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Absence under the voluntary emergency management activity clause is treated as unpaid leave

c. Leave of Absence

All employees can have access to 5 days paid community service leave each year, non cumulative.

b) Jury Service

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

Evidence

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

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

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

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

21. PARENTAL LEAVE

a) Unpaid parental leave

An employee with at least 12 months of continuous service, including an eligible casual employee, is entitled to unpaid carers leave in accordance with Part 2-2 Division 5 – Parental leave and related entitlements of the Fair Work Act 2009. A full copy of Division 5 of the Act will be available in the lunch room.

The following paragraphs shall be read in conjunction with the provisions of the Act:

- i. An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in this Agreement, as if the employee were working full-time in the classification the employee was performing as a full-time employee immediately before commencing part-time work.
- ii. A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the classification the employee was performing as a part-time employee immediately before resuming full-time work.

PROVIDED THAT by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

- iii. transitional arrangements – personal leave

An employee working part-time under this clause shall have personal leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours, and when this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

b) Paid Parental Leave

Notwithstanding the foregoing, an eligible female employee is entitled to be paid fourteen weeks (or alternatively 28 weeks at half pay) maternity leave at the relevant rate

And further

An eligible male employee (or partner) is entitled to one week's paid paternity leave at the relevant rate.

Provided that the paid leave entitlement available under this clause must be taken during the maximum period allowance for unpaid parental leave.

21 LONG SERVICE LEAVE

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act Tasmania 1976 (as amended).

22 FAMILY/DOMESTIC VIOLENCE

- (a) The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.
- (b) In recognition of this, an employee experiencing family violence will have access to (10) days paid special leave per year for medical appointments, legal proceedings and other activities related to family violence which can be taken annually from 1 January each year. These days do not accrue from year to year and are not paid out at termination of employment.

- (c) Family violence leave may be taken as consecutive days or single days or as a fraction of a day and can be taken without prior approval. However, the employee will notify the employer as soon as reasonably practicable of their request to take leave under this clause.
- (d) The employer remains supportive of employees also using their other leave entitlements already accrued if required and the ten (10) days family violence leave per calendar year (1 January) are in addition to those entitlements.

Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by and immediate family member. It is the patterned use or coercive and controlling behaviour to limit and /or shape a person's thoughts, feelings and actions.

Evidence

Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a family Violence Support Service, or lawyer. All personal information concerning family violence will be kept confidential. No information will be kept on an employee's personal file without their express permission.

Support

- (a) An employee experiencing family and domestic violence will be referred to the Employee Assistance Program and /or other local resources for assistance.
- (b) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from and employee experiencing family violence for:
 - (i) Changes to their span of hours or pattern of hours;
 - (ii) Job redesign or change of duties
 - (ii) A change to their telephone number or email address to avoid harassing contact;
 - (iv) Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.

23 CEREMONIAL & CULTURAL LEAVE

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

An employee who has legitimate cultural reason may also be absent from work for those cultural purposes. These employees will be entitled up to 10 working days' unpaid leave in any one year, with the approval of the employer.

24. WORKLOAD CLAUSE

The purpose of this clause is to ensure the delivery of safe quality care to residents whilst providing safe workloads, as far as is reasonably practicable, to employees, including but not limited to:

- (a) Ensuring, so far as is reasonably practicable, that workloads must not exceed what can be reasonably be performed through supervisor and manager awareness;
- (b) If additional hours are regularly worked or where unreasonable workloads are identified, explore reasonable changes that can be made including but not limited to technology, responsibility and /

or extra resources; and

- (c) Filling vacant positions (including temporary vacancies) as soon as reasonably possible and consulting with employees as to how work will be managed until the position has been filled, or why it has not been filled, whichever is the case.

PART 4 – OTHER PROVISIONS

25. TERMINATION OF EMPLOYMENT

- a) Notice of termination or payment in lieu is provided for in the NES.

Employee's period of continuous service with the employer	Period of Notice
1 year or less	2 weeks
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The required period of notice for the employer is to be increased by one (1) week if the employee is over forty five (45) years old; and has completed at least two (2) years of service with the employer at the end of the day the notice is given.

- b) Notice of termination by an employee

The notice of termination required to be given by an employee is two weeks however an employee whose continuous service is less than 1 year is to give 1 week notice. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee. The amount to be withheld must be authorised by the employee.

- c) Upon the termination of the services of any employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

- d) Discussions prior to decision to terminate employment

Where disciplinary action may be necessary, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues. In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file. In exceptional circumstances if the actions leading to disciplinary action are serious but not to the extent that warrants summary dismissal, a first and final warning may be considered.

If the problem continues, the employee will again be notified in writing of the matter and a response requested from the employee. If appropriate, a second warning in writing will be given to the employee and recorded on the employee's personnel file.

In the event that the problem continues, the employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the employee and recorded on the employee's personnel file.

In the event of the matter recurring, then the employee may be terminated after the matters have

been investigated and reasons sought from the employee.

Summary dismissal of an employee may still occur for acts of 'serious misconduct' (as defined in the *Workplace Relations Act 1996* or as amended).

During all steps in the Disciplinary Procedure, the employee has the right to representation of his or her choice.

Except in the case of serious matters that fall short of misconduct, records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. If an employee has a warning in place for more than twelve months then that employee has the right to seek a review of the warning to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of his or her choice.

26 REDUNDANCY

- a) Redundancy does not apply to any employee employed for a specified period of time or to a casual that is not employed as a regular and systematic casual.

- b) Requirement to Consult

For the purpose of this clause redundancy includes a situation where the employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees, or to decrease an employee's ordinary hours of work thus causing a reduction to the employee's income.

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

- c) Redeployment and Retraining

If a redundancy is likely to occur-

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

- d) Notice of Redundancy

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

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

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

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

e) Voluntary Redundancy

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

PROVIDED THAT the employer is only required to seek such expressions of interest from employees employed at the same classification level and at the same worksite in which the redundancy is being effected. In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the organisation.

- ii. 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 (i) and (ii).
- iii. The employer is to consult with the affected employee(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

f) Redundancy Package

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

i. Voluntary Redundancies

- a. notice as specified in this clause, or payment in lieu of that notice; and
- b. two weeks' pay for each completed year of service and pro rata for an uncompleted year provided however where this results in a lesser entitlement than the NES the NES amount will prevail; and
- c. payment for all accrued annual leave including leave loading.

ii. Involuntary Redundancies

- a. notice as specified in this clause, or payment in lieu of that notice; and;
- b. two weeks' pay for each completed year of service and pro rata for an uncompleted year provided however that where this results in a lesser entitlement than the NES the NES amount will prevail and
- c. payment for all accrued annual leave including leave loading; and
- d. payment of pro rata long service leave for employees with more than five years continuous service.

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

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

g) 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.

- h) **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.
- i) **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.
- j) **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.
- k) **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.
- l) **Notifying Redundant Employees of New Vacancies**
In the event that a position becomes available in the employer's establishment, the employer is to take reasonable steps to notify employees made redundant by the employer of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

27 CONSULTATION CLAUSE

Model consultation term

- 1) This term applies if the employer:
 - a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.**Major change**
- 2) For a major change referred to in paragraph (1)(a):
 - a. the employer must notify the relevant employees of the decision to introduce the major change; and
 - b. subclauses (3) to (9) apply.
- 3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 4) If:
 - a. relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- 5) As soon as practicable after making its decision, the employer must:
 - a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- b. for the purposes of the discussion—provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8) 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 (2)(a) and subclauses (3) and (5) are taken not to apply.
- 9) In this term, a major change is likely to have a significant effect on employees if it results in:
 - a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10) For a change referred to in paragraph (1)(b):
 - a. the employer must notify the relevant employees of the proposed change; and
 - b. subclauses (11) to (15) apply.
- 11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12) If:
 - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- 13) As soon as practicable after proposing to introduce the change, the employer must:
 - a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. 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).

- 14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 16) In this term:
relevant employees means the employees who may be affected by a change referred to in subclause (1).

28 SALARY PACKAGING AND SALARY SACRIFICE

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

- i. That there is no compulsion for any employee to participate in salary packaging;
 - ii. That all employment conditions, other than salary packaging as provided for in this agreement, will continue to apply;
 - iii. That the structure of any agreed package complies with taxation and other relevant laws;
 - iv. That they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - v. To the right of the employee to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a printout of the relevant information;
 - 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 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 for reasons other than legislative requirements then the employee must give one months' notice and the employer must give three months' notice, unless changes are mutually agreed or except in circumstances in which an employee ceases to be employed by the employer;
 - viii. That in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employee's wages will revert to their respective Agreement rate of pay.
- f) Where an employee over commits salary sacrifice arrangements the employer is entitled to adjust the arrangements after consultation with the employee, or invoice the employee for any fringe benefits tax that may flow as a result of such mismanagement.

29 SUPERANNUATION

- a) Superannuation legislation
 - i. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
 - ii. The rights and obligations in this clause supplement those in superannuation legislation.
- b) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- c) The employer must pay to the relevant superannuation fund the amount specified in sub clause (b) no later than 28 days after the end of each month.
- d) Voluntary employee contributions
 - i. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in sub clause (b).

- ii. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
- iii. The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this sub clause no later than 28 days after the end of the month in which the authorised deduction was made.
- e) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in sub clause (b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in sub clause (b) and pay the amount authorised under sub clauses (d)(i) or (d)(ii) to the *Health Employees Superannuation Trust of Australia (HESTA)*.

30 PROFESSIONAL DEVELOPMENT

Each employee is entitled to paid professional development/conference leave or additional study leave, if doing a course that is approved by the employer and relevant to their employment.

31 DISPUTE RESOLUTION PROCEDURE

Model term

- 1) If a dispute or grievance relates to:
 - a. a matter arising under the agreement; or
 - b. the National Employment Standards;
 this term sets out procedures to settle the dispute.
- 2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 5) The Fair Work Commission may deal with the dispute in 2 stages:
 - a. 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
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If 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.

- 6) While the parties are trying to resolve the dispute using the procedures in this term:

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

32 NOTICE BOARD

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

33 UNION DELEGATES RIGHTS

- a) It is recognised that union delegates or elected workplace representatives, with approval of the Union will participate in the following duties free from any discrimination in their employment when it is required to do so:
- represent the interests of members to the employer;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - participate in the operation of the Union which includes representing members on workplace issues;
 - represent members on any relevant consultative committee at the workplace;
 - attend union education;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
 - attend union annual Delegates Conference
- b) It is recognised that union training leave is unpaid, however an employee can make application to the employer for paid union training leave. Paid union training leave will be only granted by the discretion of the employer. The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.
- c) An employee can also make application for non-paid training leave. This leave is subject to the employer agreeing to release the delegate from their normal roster if the delegate was rostered to work during the time of leave. Normally, 14 days' notice of the proposed training is required.
- d) The granting of any leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this sub clause to avoid an obligation under this clause.

- e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- f) Each employee on paid leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this sub clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- h) An employee may be required to satisfy the employer of attendance at the course to qualify for leave.
- i) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

34 WORKSITE LOCATIONS

All work performed by employees under this agreement will be conducted on the Employer's worksite – 73 Mary Street, East Devonport Tasmania, 7310 or such other places as reasonably directed by the Employer.

The contents of this Agreement has been canvassed with all parties. The parties are entering into this Agreement with full knowledge as to the content and effect of the document.

SIGNATORIES

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions.

This Agreement is signed for and on behalf of the parties.

SIMONE COLLINS..... (Name)

Chief Executive Officer, Melaleuca Home for the Aged Inc

[Signature]..... (signed)

23.01.2024..... (date)

Witnessed by:

[Signature]..... (signed)

23-01-24..... (date)

LINDA GENDES..... Witness Name in full (Printed):

36 MYRRAP ST..... Witness Address
EAST DEVONPORT 7310

James Lloyd..... (Name)

Australian Nursing and Midwifery Federation (Tasmanian Branch)

[Signature]..... (signed)

31/01/24..... (date)

Witnessed by:

[Signature]..... (signed)

31/01/2024..... (date)

Phoebe Mansell..... Witness Name in full (Printed):

182 Macquarie Street Hobart..... Witness Address

Robbie Moore..... (Name)

Health Services Union

[Signature]..... (signed)

23.01.24..... (date)

Witnessed by:

..... (signed)
23.1.24 (date)
James Milligan Witness Name in full (Printed):
11 Clare Street New Town Witness Address
7008

SCHEDULE A – EMPLOYMENT CLASSIFICATIONS

13.1 Enrolled Nurses

Enrolled Nurse (NOT Medication Endorsed) means a nurse enrolled as such with the Australian Health Practitioner Agency under the provisions of the Nursing Act 1995 or as amended.

Enrolled Nurse – medication-endorsed means an Enrolled Nurse holding an endorsement to administer medications issued by the Australian Health Practitioner Agency and who is required by the employer to so administer medications.

13.2 Registered Nurses

Registered nurse-level1 (RN1)

- a) An employee at this level performs their duties:
- i. according to their level of competence; and
 - ii. under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - accepting accountability for the employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

Registered nurse-level 2 (RN2)

- a) An employee at this level:
- i. holds any other qualification required for working in the employee's particular practice setting; and
 - ii. is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this sub clause on a continuing basis.

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

- b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.
- c) Duties of a Clinical nurse will substantially include, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
 - providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
 - being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
 - acting as a role model in the provision of holistic care to patients or clients in the practice

- setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.
- May act as the Clinical Care Director in the absence of the person performing that role. If this occurs the Higher duties provision applies and the employee is paid at the appropriate rate.

Registered nurse-level 3 (RN3)

a) An employee at this level:

- iv. holds any other qualification required for working in the employee's particular practice setting; and
- v. is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this sub clause on a continuing basis.

An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

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

- i. Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff and patient/client education;
 - staff selection, management, development and appraisal;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
 - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- ii. Duties of a **Nurse manager** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff selection and education;
 - allocation and rostering of staff;
 - occupational health;
 - initiation and evaluation of research related to staff and resource management;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and

- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- iii. Duties of a Nurse educator will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
 - implementation and evaluation of staff education and development programs;
 - staff selection;
 - implementation and evaluation of patient or client education programs;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
 - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse-level 4 (RN4)

- a) An employee at this level:
- vi. holds any other qualification required for working in the employee's particular practice setting; and
 - vii. is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this sub clause on a continuing basis.

An employee at this level may also be known as a Assistant Director of clinical care, Assistant director of nursing (management), or Assistant director of nursing (education).

- b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- c) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- i. Duties of a Assistant Director clinical care will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
 - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - being accountable for clinical operational planning and decision making for a specified span of control; and
 - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

- ii. Duties of an Assistant director of nursing (management) will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nursing management research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
 - being accountable for the effective and efficient management of human and material resources within a specified span of control;
 - being accountable for the development and coordination of nursing management systems within a specified span of control; and
 - being accountable for the structural elements of quality assurance for a specified span of control.
- iii. Duties of an assistant director of nursing (education) will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nurse education research projects;
 - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
 - being accountable for the standards and effective coordination of education programs for a specified population;
 - being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
 - being accountable for the management of educational resources including their financial management and budgeting control; and
 - undertaking career counselling for nursing staff.

Registered nurse level 5-(RN5)

- a) An employee at this level:
- i. holds any other qualification required for working in the employee's particular practice setting; and
 - ii. is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this sub clause on a continuing basis.
- An employee at this level may also be known as a Director of Nursing.
- b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

- c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - managing the budget of the nursing division of the health unit;
 - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

SCHEDULE B – PAY RATES

% Increases	Existing	Fair Work Case increase + Fair work Commission increase (approx. 17%-18% per employee)	3.5%	3%
	Wage Rate Currently Existing as @ FFPP after 1 July 2022	Wage rate FFPP on or after 1 July 2023 \$ Per hour	Wage rate FFPP on or after 1 July 2024 \$ Per hour	Wage rate FFPP on or after 1 July 2025 \$ Per hour
ENROLLED NURSES (EN)				
Enrolled Nurse (Med Endorsed) Year 1	\$ 31.34	\$37.31	\$38.61	\$39.77
Enrolled Nurse (Med Endorsed) Year 2 and thereafter	\$ 31.94	\$37.99	\$39.32	\$40.50

REGISTERED NURSES (RN) - LEVEL 1				
Level 1 Year 1 (pay point 1)	\$31.19	\$37.27	\$38.57	\$39.73
Level 1 Year 2 (pay point 2)	\$32.70	\$38.95	\$40.31	\$41.52
Level 1 Year 3 (pay point 3)	\$34.21	\$40.65	\$42.07	\$43.34
Level 1 Year 4 (pay point 4)	\$35.72	\$42.36	\$43.85	\$45.16
Level 1 Year 5 (pay point 5)	\$37.23	\$44.10	\$45.64	\$47.01
Level 1 Year 6 (pay point 6)	\$38.74	\$45.84	\$47.44	\$48.87
Level 1 Year 7 (pay point 7)	\$40.24	\$47.57	\$49.24	\$50.71
Level 1 Year 8 (pay point 8) and thereafter	\$41.75	\$49.29	51.02	52.55

REGISTERED NURSES (RN) - LEVEL 2				
Level 2 Year 1 (pay point 1)	\$43.25	\$51.01	\$52.80	\$54.38
Level 2 Year 2 (pay point 2)	\$44.26	\$52.16	\$53.99	\$55.61
Level 2 Year 3 (pay point 3)	\$45.26	\$53.32	\$55.19	\$56.84
Level 2 Year 4 (pay point 4) and thereafter	\$46.27	\$54.48	\$56.39	\$58.08

REGISTERED NURSES (RN) - LEVEL 3				
Level 3 Year 1 (pay point 1)	\$48.15	\$56.64	\$58.63	\$60.39
Level 3 Year 2 (pay point 2)	\$50.42	\$57.95	\$59.97	\$61.77
Level 3 Year 3 (pay point 3)	\$51.55	\$59.22	\$61.32	\$63.16
Level 3 Year 4 (pay point 4) and thereafter	\$51.55	\$60.24	\$62.66	\$65.54

REGISTERED NURSES (RN) - LEVEL 4				
Level 4 Year 1 (Grade 1)	\$52.19	\$61.73	\$63.89	\$65.81
Level 4 Year 2 (Grade 2)	\$53.77	\$63.86	\$66.10	\$68.08
Level 4 Year 3 (Grade 3)	\$51.55	\$65.90	\$68.20	\$70.25

REGISTERED NURSES (RN) LEVEL - 5				
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Registered Nurse Level 5 Grade 1	\$59.78	\$69.82	\$72.26	\$74.43
Registered Nurse Level 5 Grade 2	\$65.37	\$76.06	\$78.72	\$81.09
Registered Nurse Level 5 Grade 3	\$66.71	\$77.96	\$80.69	\$83.11
Registered Nurse Level 5 Grade 4	\$70.21	\$82.12	\$84.99	73.01

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/221

Applicant:

Melaleuca Home for the Aged Inc.

Undertaking- section 190

I, Simone Collins, Chief Executive Officer of Melaleuca Home for the Aged Inc. give the following undertakings with respect to The Melaleuca Home for the Aged Inc. Registered Nurse and Enrolled Nurse Enterprise Agreement 2023 ("the Agreement"):

1. I have the authority given to me by Melaleuca Home for the Aged Inc. to provide this undertaking in relation to this application before the Fair Work Commission.
2. With regards to Clause CI 15 (a) (ii), a shiftworker will be defined in accordance with the *Nurses Award*, which defines a shift worker as: “A *shiftworker* , for the purposes of the additional week’s annual leave provided by the NES, is an employee who: is regularly rostered over 7 days of the week and regularly works on weekends. ”
3. Entitlements in accordance with the National Employment Standards ('NES') are provided for under the *Fair Work Act* 2009 ('the Act'). The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES, and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.
4. To be clear, this applies in particular to the following Clauses in the Agreement:
 - a. Termination - CI 25 (b) where if money is withheld under this Clause, the notice payable to the employee must not be less than that which is provided under the NES.
 - b. Personal/carer's leave - CI 16 (c) where s.107(2)(a) of the Act provides notice may be given after leave has started.
 - c. Compassionate leave - CI 17 is silent on leave for the permissible occasion of miscarriage or stillbirth, as per s.104 of the Act, which will apply.

Simone Collins

Chief Executive Officer, Melaleuca Home for the Aged Inc.

Signature:



12/2/2024