



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

OneCare Limited T/A OneCare
(AG2017/5901)

ONECARE LTD NURSING EMPLOYEES ENTERPRISE AGREEMENT 2017

Tasmania

COMMISSIONER MCKINNON

MELBOURNE, 24 APRIL 2018

Application for approval of the Onecare Ltd Nursing Employees Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *OneCare Ltd Nursing Employees Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by OneCare Limited T/A OneCare. The Agreement is a single enterprise agreement.

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

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

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 May 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2017/5901

Applicant: OneCare

UNDERTAKINGS


I Liz Makin the Executive Manager Human Resources of OneCare, in accordance with section 190 of the *Fair Work Act 2009*, give the following undertaking with respect to the **OneCare Ltd Nursing Employees Enterprise Agreement 2017** ("the Agreement"):

1. That clause 5.1 of the Agreement will operate subject to the NES.

SIGNED on behalf of and with the authority of

OneCare Limited

Authorised signature



Name

Liz Makin

Position

Executive Manager Human Resources

Address

GPO Box 2315, Hobart 7001

Date

13 April 2018



ONECARE LTD

NURSING EMPLOYEES

ENTERPRISE AGREEMENT 2017

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

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

**This is a Single-Enterprise Agreement as provided by
The *Fair Work Act* 2009**

PART 1 - APPLICATION AND OPERATION OF AGREEMENT**1.1 TITLE**

This Agreement shall be known as the **OneCare Ltd Nursing Employees Enterprise Agreement 2017** ('the Agreement').

1.2 ARRANGEMENT

This Agreement is arranged as follows:-

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

- 1.1 Title
- 1.2 Arrangement
- 1.3 Commencement date and period of operation
- 1.4 Application of the Agreement
- 1.5 Parties bound by this Agreement
- 1.6 Complete Agreement
- 1.7 No extra claims
- 1.8 Definitions
- 1.9 Grievance and dispute resolution

PART 2 - EMPLOYMENT RELATIONSHIP

- 2.1 Contract of employment
- 2.2 Employment Categories and Terms of Engagement
- 2.3 Termination of employment
- 2.4 Redundancy
- 2.5 Level 2 Registered Nurse Ratio

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- 3.1 Classifications
- 3.2 Salaries
- 3.3 Superannuation
- 3.4 Salary packaging and salary sacrifice
- 3.5 Allowances
- 3.6 Payment of wages

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- 4.1 Hours of work - day workers
- 4.2 Hours of work - shift workers
- 4.3 Daylight savings
- 4.4 Meal breaks
- 4.5 On-call arrangements
- 4.6 Overtime

4.7 Penalties - shift workers

4.8 Rosters

PART 5 - LEAVE AND PUBLIC HOLIDAYS

5.1 Annual leave

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5.3 Compassionate leave

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5.5 Public holidays

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5.7 Community Services Leave

5.8 Ceremonial Leave

5.9 Emergency Services Leave

5.10 Domestic/Family Violence Leave

PART 6 - OTHER PROVISIONS

6.1 Travelling

6.2 Uniforms

6.3 Consultation Term

6.4 Flexibility Term

6.5 Notice Board

6.6 Professional Development

6.7 Workload Management

6.8 Workplace Health & Safety

6.9 Influenza Vaccinations

6.10 Employee Representatives

6.11 Drug and Alcohol in the workplace

6.12 No precedent

Declaration and Signatories

Schedule 1: Wages Schedule

Schedule 2: Allowances

1.3 COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement takes effect from a day being seven days after the Fair Work Commission advises that the Agreement has been approved.

Despite the operative date of the Agreement the Employer shall implement the first wage increase identified in Clause 3.2.6 Salary Increases on or after the first full pay period following 1 July 2017 and any accruing or new entitlement, from the 1 July 2017.

The Agreement has a nominal expiry date of 30 June 2020, unless terminated or varied by the mutual consent in writing of the parties pursuant to the Act or by operation of law.

1.4 APPLICATION OF THE AGREEMENT

This Agreement covers the wages and conditions of nursing staff employed by the employer.

1.5 PARTIES BOUND BY THIS AGREEMENT

This Agreement is binding on:

- (a) OneCare Ltd (ABN 84 100 869 421);
- (b) the Australian Nursing and Midwifery Federation;
- (c) the Health Services Union, Tasmania Branch; and
- (d) all nursing staff employed by the employer in positions classified in this Agreement.

1.6 COMPLETE AGREEMENT

This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

For the purposes of this clause, the terms "award" or "awards" include any applicable award or collective agreement and includes those howsoever described in the Act as an award, federal award, a transitional federal award, pre-reform federal award, pre-reform certified

agreement, a rationalised and/or simplified federal award, a preserved State agreement or a notional agreement preserving a State award.

For the avoidance of doubt, this Agreement during its life supersedes and replaces in their entirety all provisions of the Nurses Award 2010.

1.7 NO EXTRA CLAIMS

1.7.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

1.7.2 Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship.

1.8 DEFINITIONS

In this Agreement:-

1.8.1 The 'Act' means the *Fair Work Act 2009* (Cth);

1.8.2 'Afternoon Shift' means a shift which finishes between the hours of 6.00pm and 12.00am;

1.8.3 'Base Rate of Pay' has the same meaning as per the Act and means the hourly rate of pay that the employee receives for Ordinary Hours of Work. The Base Rate of Pay is achieved by taking the specified annualised amount in Schedule 1 divided by 52 to achieve the weekly rate and then divided by 38;

1.8.4 The 'business' means the business conducted from time to time by the employer;

- 1.8.5 **'Client'** means a care recipient (eg. resident/client/occupant) who receives care or services from the business;
- 1.8.6 **'Casual employee'** means an employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis;
- 1.8.7 The **'Commission'** or **'FWC'** means the Fair Work Commission;
- 1.8.8 **'Continuous service'** has the same meaning as under the Fair Work Act;
- 1.8.9 **'Day shift'** means a shift worked between 6.00am and 6.00pm;
- 1.8.10 **'Day worker'** means an employee whose ordinary weekly hours are worked between 7.00am and 7.00pm Monday to Friday;
- 1.8.11 **'Domestic/Family Violence'** means situations such as violence or abuse experienced by an employee in their personal life that may affect their attendance or performance at work. This includes physical, sexual, financial, verbal or emotional abuse by a family member or spouse.
- 1.8.12 The **'employer'** means OneCare Limited;
- 1.8.13 **'Employees'** means all Nurses whose employment is subject to this Agreement;
- 1.8.14 **'Full rate of pay'** means the rate of pay payable to the employee, including all the following:
- 1.8.14(a) incentive-based payments and bonuses;
 - 1.8.14(b) loadings;

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- 1.8.14(c) monetary allowances;
 - 1.8.14(d) overtime or penalty rates;
 - 1.8.14(e) any other separately identifiable amounts.

1.8.15 **'Full-time employee'** means someone engaged to work for the full weekly ordinary hours as prescribed in this Agreement;

1.8.16 **'Health Professional'** means a dentist, physiotherapist, chiropractor or pharmacist registered, or licensed under a Federal, State or Territory law that provides for the registration or licensing of those occupations;

1.8.17 **'Immediate family member'** - the following are members of an employee's immediate family:

1.8.17(a) a spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee.

1.8.17(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent or sibling of the employee or spouse of the employee.

1.8.18 **'de facto partner'** in relation to an employee:

1.8.18(a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

1.8.18(b) includes a former de facto partner of the employee.

1.8.19 **'Medical certificate'** means a certificate signed by a Medical Practitioner or Health Professional;

- 1.8.20 **'Medical practitioner'** means a person registered, or licensed, as a medical practitioner under a Federal, State or Territory law that provides for the registration or licensing of medical practitioners;
- 1.8.21 **'Night shift'** means a shift which is not a day or afternoon shift;
- 1.8.22 **'Part-time employee'** means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full-time employee;
- 1.8.23 **'Part-time shift worker'** means a part-time employee who holds a position on a shift roster as prescribed in this Agreement;
- 1.8.24 **'Roster'** means a documented arrangement setting out the names of employees required to work in accordance with the roster, and the days, dates, times and hours when each rostered employee is required to work;
- 1.8.25 **'Shift worker'** means an employee other than a Day Worker who is required to work rotating shifts in accordance with a roster;
- 1.8.26 **'Year of service'** means 1976 ordinary hours worked, and includes paid leave.

1.9 GRIEVANCE AND DISPUTE RESOLUTION

- 1.9.1 If a grievance or dispute arises about any matter under this Agreement or the National Employment Standards, in the first instance employees are to attempt to resolve the issue with their Manager/Supervisor. The Manager/Supervisor and the parties to the dispute will genuinely attempt to resolve the dispute at this level.

- 1.9.2 At any stage of the procedure, a party may appoint another person, organisation or association to accompany or represent them.
- 1.9.3 If the grievance or dispute remains unresolved after (1.9.1) above, the grievance will be referred by the immediate Manager/Supervisor to a more senior manager.
- 1.9.4 If the grievance or dispute remains unresolved after (1.9.3) above, the issue will be referred to senior management and union or other employee representatives.
- 1.9.5 If the grievance is unable to be resolved at the workplace level by the above process, the matter may be referred to the Commission on the application of either party for conciliation and/or arbitration.
- 1.9.6 Alternatively, by agreement between the employee(s) and employer, the matter may be referred to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute on the matter. In the event that the parties cannot agree on an alternative dispute resolution provider the Commission will be used. Where an alternative dispute resolution provider is used, the parties will agree to be bound by the provider's decision. The costs of the ADR practitioner will be borne by the employer.
- 1.9.7 Without prejudice to either party, and except where a bona fide safety issue is involved, normal work and existing custom and practice will continue while attempts are being made to resolve the grievance or dispute in accordance with these procedures.

PART 2 - EMPLOYMENT RELATIONSHIP**2.1 CONTRACT OF EMPLOYMENT**

- 2.1.1 Employment of full time and part-time employees is to be by the fortnight.
- 2.1.2 Employment will be terminated in accordance with the notice provisions of clauses 2.3 - Termination of Employment and 2.4 - Redundancy. Notice may be given at any time provided that the termination of the employment takes effect at the end of a days work or by the payment or compensation (as the case may be), of the wages appropriate to the said notice period. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.
- 2.1.3 An employee who is justifiably dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.
- 2.1.4 Employees, other than casual employees, are entitled to be paid in respect of any week at their base rate of pay as specified in this Agreement, including shift and weekend loadings and overtime where applicable, if:
- 2.1.4(a) due to the act, default or order of their employer they do not work for their full number of ordinary hours;
and
- 2.1.4(b) they are ready, willing and available to work their full number of ordinary hours in that week.

2.1.5 Minimum Period of Employment (Qualifying Period)

Employees will also be required to serve a qualifying period of employment for the first six months of engagement for the purposes of the Act.

2.2 EMPLOYMENT CATEGORIES AND TERMS OF ENGAGEMENT

2.2.1 FULL-TIME EMPLOYEES

2.2.1(a) Full-time employee means an employee who is engaged to work for 38 hours per week.

2.2.2 PART-TIME EMPLOYEES

2.2.2(a) Part-time employees shall be provided with a minimum of 2 hours work, or alternatively paid for a minimum of 2 hours on each occasion they are required to attend for work.

2.2.2(b) The penalty rates prescribed in Clause 4.7 Penalties - Shift Workers for work on Saturdays, Sundays and public holidays are applicable to part-time employees.

2.2.2(c) Part-time employees shall be entitled to the annual leave and personal leave on a pro-rata basis as prescribed in this agreement, provided that payment therefore shall be made at the rate normally paid to such employee for a similar period of time worked.

2.2.2(d) Review of Part-time Hours

(i) Where an employee is regularly working more than their guaranteed contracted hours the employee may request to have their hours reviewed annually.

- (ii) The hours worked in the following circumstances will not be incorporated in any adjustment:
- If the increase in hours is a direct result of an employee being absent on leave, for example, annual leave, long service leave, parental leave, workers compensation; and
 - If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
- (iii) If a review establishes a consistent pattern of greater hours being worked, the employer will off the employee those additional hours as part of their guaranteed minimum number of hours.

2.2.3 CASUAL EMPLOYEES

- 2.2.3(a) For the purposes of this clause and this Agreement, **casual employee** means an employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis as defined.
- 2.2.3(b) A casual employee's engagement is by the hour.
- 2.2.3(c) Notwithstanding 2.2.3(a) above, if required to attend for work a casual employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement.
- 2.2.3(d) The rate of pay for ordinary hours of work is the base rate of pay, plus a loading of 25% in lieu of annual leave, personal leave and public holidays.
- 2.2.3(e) Where an employer has engaged a casual employee in accordance with this clause the employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time in the

case of a day shift, and up to six hours before the scheduled commencing time of either an afternoon or night shift.

PROVIDED that if the minimum notice of cancellation of the engagement in (4) above is not given the employee is to be paid three (3) hours pay.

2.2.3(f) A casual employee whose engagement is cancelled without the minimum notice specified in (2.2.3(e)) 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.

2.2.3(g) Conversion of casual employees

- (i) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment. An employee who does not make a request within four weeks of the right to request falling due is deemed not to have elected to convert.
- (ii) The new contracts would generally be on the basis of the same number of hours as previously worked: however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
- (iii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

(iv) Clause 2.2.3(g) does not apply if the regular and systematic hours were worked:

- as a direct result of an employee being absent on leave, for example, annual leave, long service leave, parental leave, workers compensation; and
- due to a temporary increase in hours only due, for example, to the specific needs of a client

2.3 TERMINATION OF EMPLOYMENT

2.3.1 Notice of termination by the Employer

2.3.1(a) In order to terminate the employment of an employee, the employer must give the employee the following notice:

<i>Employee's period of continuous service with the employer</i>	<i>Period of notice</i>
<i>Not more than 3 years</i>	<i>At least 2 weeks</i>
<i>More than 3 years but not more than 5 years</i>	<i>At least 3 weeks</i>
<i>More than 5 years</i>	<i>At least 4 weeks</i>

2.3.1(b) In addition to the notice in 2.3.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.

2.3.1(c) Payment at the ordinary rate of pay in lieu of the notice prescribed in 2.3.1(a) and/or 2.3.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by working part of the required period of notice specified and part payment in lieu.

2.3.1(d) In calculating any payment in lieu of notice the employer must pay the wages an employee would

have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

2.3.1(e) The period of notice in this clause does not apply in the case of:

2.3.1(e)(i) dismissal for conduct that at common law justifies instant dismissal;

2.3.1(e)(ii) casual employees;

2.3.1(e)(iii) employees engaged for a specific period of time for a specific task or tasks.

2.3.2 Notice of termination by the Employee

2.3.2(a) No employee shall, without the consent of the employer, resign without having given a minimum of 14 days' notice of intention so to do.

2.3.2(b) If an employee fails to give the notice set out in clause 2.3.2(a), subject to the authorisation of the employee, the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 2.3.2(a) which shall be forfeited by the employee.

2.3.3 Mutual Termination

Where the employer or employee gives notice of termination of employment, the parties may mutually agree to the employment ending before expiration of the period of notice, and in such cases wages shall be paid up to the time of the agreed termination.

2.3.4 Casual Employees

Casual employment may be terminated by the employer or employee with the provision of one hours notice.

2.3.5 Instant Dismissal

The employer shall have the right to dismiss the employee without notice for conduct that justifies instant dismissal including but not limited to neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

2.3.6 Discussions prior to decision to terminate employment

Prior to determining whether to terminate the employment of an employee on the grounds other than would justify summary dismissal, the employer shall:

2.3.6(a) inform the employee in writing that the termination of their employment is being considered

2.3.6(b) advise the employee of the reasons for possible termination; and

2.3.6(c) provide the employee with an opportunity to respond to any allegations regarding their conduct

An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a representative of the employee's choice.

2.3.7 Records

Personal records are kept in relation to the employee. An employee has the right to access their file to see the reports and to correct any inaccuracy.

2.4 REDUNDANCY

Redundancy in this clause 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.

2.4.1 Commitment to Consult

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

2.4.2 Redeployment and Retraining

If a redundancy is likely to occur -

2.4.2(a) the employer will actively explore all internal redeployment opportunities for employees surplus to requirements;

2.4.2(b) 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;

2.4.2(c) 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; and

2.4.2(d) 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.

2.4.3 Notice of Redundancy

2.4.3(a) The employer is to provide as much notice as is reasonably practicable of an intended redundancy.

2.4.3(b) 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 required notice period will be increased by 1 week if the employee is over 45 years of age at the time of termination and has completed 2 or more years continuous service with the employer.

2.4.4 Voluntary Redundancy

2.4.4(a) 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 affected.

2.4.4(b) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility/enterprise.

2.4.4(c) 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 (2.4.4(a)) and (2.4.4(b)).

2.4.5 Redundancy Package

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

2.4.5(a) Voluntary Redundancies

2.4.5(a)(i) notice as specified in this clause, or payment in lieu of that notice; and

2.4.5(a)(ii) two weeks pay for each completed year of service and pro rata for an uncompleted year provided no redundancy pay will be less than that prescribed by the NES; and

2.4.5(a)(iii) payment for all accrued annual leave including leave loading.

2.4.5(b) Involuntary Redundancies

2.4.5(b)(i) notice as specified in this clause, or payment in lieu of that notice;

2.4.5(b)(ii) two weeks pay for each completed year of service and pro rata for an uncompleted year provided no redundancy pay will be less than that prescribed by the NES;

2.4.5(b)(iii) payment for all accrued annual leave including leave loading; and

2.4.5(b)(iv) 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.

2.4.5(b)(v) 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

2.4.6 Partial Redundancy Package for Changed or Decreased Hours

2.4.6(a) 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.

2.4.7 Definition

2.4.7(a) For the purposes of this clause a **weeks pay** means the base rate of pay, and any loadings and all-purpose allowances to which the employee is normally entitled.

2.4.8 Paid Time Off to Seek Alternative Employment

2.4.8(a) Employees who are made involuntarily redundant are to be given assistance by the employer in seeking suitable alternative employment, including being granted up to 8 hours paid time off to look for work and to arrange training or re-training.

2.4.9 Financial Counseling

2.4.9(a) The employer will pay for up to two sessions of financial counseling, 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.

2.4.10 Details of Redundancy Package to be Provided

2.4.10(a) The employer will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an employee.

2.5 LEVEL 2 - REGISTERED NURSE RATIO

The employer will use its best endeavours to achieve a 25% Registered Nurse Level 2 ratio.

PART 3 - RATES OF PAY AND RELATED MATTERS**3.1 CLASSIFICATIONS****3.1.1 Definitions**

- 3.1.1(a) **Student/trainee Enrolled Nurse** means an employee undergoing an approved training course in enrolled nursing approved by the Australian Health Practitioner Regulation Agency.
- 3.1.1(b) **Enrolled Nurse** means a nurse registered as such with the Australian Health Practitioner Regulation Agency.
- 3.1.1(c) **Enrolled Nurse - Medication-Endorsed** means an Enrolled Nurse holding an endorsement to administer medications issued by the Australian Health Practitioner Regulation Agency and who is required by the employer to so administer medications.
- 3.1.1(d) **Registered Nurse** means a nurse registered as such with the Australian Health Practitioner Regulation Agency.
- 3.1.1(e) **Registered Nurse - Level 1** means a Registered Nurse who is not otherwise classified within a Level of Registered Nurse positions.
- 3.1.1(f) **Registered nurse - Level 2** means a Registered Nurse who is engaged as such; and -
- 3.1.1(f)(i) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and

3.1.1(f)(ii) has the ability and skills to provide guidance to Level 1 registered nurses; and

3.1.1(f)(iii) is employed within a care unit.

3.1.1(g) **Registered Nurse - Community Health/Domiciliary** means a Registered Nurse employed in this setting and who is not otherwise classified.

3.1.1(h) **Registered Nurse - Level 3** means a Registered Nurse who is engaged as such, and may be referred to as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.

3.1.1(i) **Registered Nurse - Level 3A** means a Registered Nurse engaged as such who may be referred to as the after-hours supervisor, and is accountable for the overall provision of resident care and the management of resources

3.1.1(j) **Registered Nurse - Level 4** means a Registered Nurse who is engaged as such and may be referred to as Assistant Director of Nursing/Care - Clinical or Assistant Director of Nursing/Care - Management or Assistant Director of Nursing/Care - Education.

3.1.1(j)(i) **An Assistant Director of Nursing - Clinical** is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of care units.

3.1.1(j)(ii) **An Assistant Director of Nursing - Management** is responsible and accountable for management resources in an assigned number of management/clinical units.

3.1.1(j)(iii) **An Assistant Director of Nursing - Education** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the Australian Health Practitioner Regulation Agency, or staff development programs.

3.1.1(k) **Registered nurse - Level 5** means a Registered Nurse who is engaged as Director of Nursing/Care and is a member of the executive management team and is responsible for the overall client care.

3.2 SALARIES

An employee engaged or promoted to a position within a classification or level prescribed in this Agreement shall be paid the salary specified in Schedule 1 of this Agreement (the base rate of pay).

3.2.1 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.

3.2.2 Enrolled Nurse Upgrading to Registered Nurse

An Enrolled Nurse who completes a period of study which qualifies them to seek registration as a Registered Nurse with the Australian Health Practitioner Regulation 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 and if the employee is suitable for the position.

An Enrolled Nurse commencing as a Registered Nurse shall be paid as a Level 1 year 3 Registered Nurse for their first year of service.

3.2.3 Salary Re-entry - Registered Nurses

- 3.2.3(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.
- 3.2.3(b) Subject to (3.2.3(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.
- 3.2.3(c) Following successful completion of the re-entry program and time served in 3.2.3(b) all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

3.2.4 Salary Re-entry - Enrolled Nurses

- 3.2.4(a) An Enrolled Nurse undertaking the re-entry to practice course shall be paid at enrolled nurse 1st year of service during course clinical time.
- 3.2.4(b) Subject to sub-clause 3.2.4(a), such an employee shall be paid at enrolled nurse second year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- 3.2.4(c) Following successful completion of the re-entry program and time served in 3.2.4(b) all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

3.2.5 Accelerated Advancement

3.2.5(a) Subject to sub-clause 3.2.5(b) a Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Australian Health Practitioner Regulation Agency, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining -

3.2.5(a)(i) a UG1 degree in nursing; or

3.2.5(a)(ii) registration in another branch of nursing or on another nursing register maintained by the Australian Health Practitioner Regulation Agency where the employee is working in a particular practice setting which requires the additional registration; or

3.2.5(a)(iii) successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.

3.2.5(b) A Registered Nurse Level 1 who has been advanced once in accordance with 3.2.5(a) above shall not be entitled to further advancement under this sub clause.

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

3.2.6 Salary Increases

The minimum salaries during this Agreement are set out in Schedule 1. The salaries that applied immediately prior to the approval of this Agreement will be increased by:

- 3.2.6(a) 3.3% or the minimum wage increase awarded by FWC effective from 1 July 2017 (whichever is the greater) from the first full pay period commencing on or after 1 July 2017.
- 3.2.6(b) 2% or the minimum wage increase awarded by FWC effective from 1 July 2018 (whichever is the greater) from the first full pay period commencing on or after 1 July 2018.
- 3.2.6(c) 2% or the minimum wage increase awarded by FWC effective from 1 July 2019 (whichever is the greater) from the first full pay period commencing on or after 1 July 2019.

PROVIDED THAT during the life of this Agreement, the salary rates specified in this Agreement will as a minimum be maintained at a level not less than the salaries prescribed in the applicable Nurses Award 2010.

3.3 SUPERANNUATION

3.3.1 The subject of Superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, The Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time governs the superannuation rights and obligations of the parties.

3.3.2 Upon commencement or within 28 days of commencement of employment, the employer shall provide the employee with a Choice of Superannuation Fund: Standard Choice Form. The employer must nominate the default/employer fund as required in Part A (2) of the Standard Choice Form.

- 3.3.3 An employee may nominate any complying superannuation fund in accordance with the SG Legislation.
- 3.3.4 To make a choice an employee must complete the Standard Choice Form and provide the employer with details of their chosen fund as specified in Part B of the Standard Choice Form.
- 3.3.5 If an employee does not complete the form with appropriate details of their chosen fund and return it to the employer within the required period of time from commencement, the employer shall forward the employees name, date of birth and Tax File Number with payment of the Superannuation Guarantee (SG) contribution to the nominated default fund.
- 3.3.6 The nominated default fund will be HESTA Superannuation Fund or any successor.
- 3.3.7 A Superannuation Guarantee contribution, paid by the employer will be calculated on the gross salary.
- The gross salary is defined as that total salary amount prior to any salary packaging by an employee or any salary contribution being paid into superannuation by the employer of behalf of an employee.
- 3.3.8 An employee may make additional voluntary (post-tax) contributions to their fund from their salary. On receiving written authorisation from an employee the employer must commence making contributions to the fund in accordance with the requirements of the superannuation legislation.
- 3.3.9 Superannuation contributions shall be made on a monthly basis as a minimum

3.4 SALARY PACKAGING AND SALARY SACRIFICE

3.4.1 Employees' rates of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation.

3.4.2 By agreement with the employer, employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.

3.4.3 In respect of employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the employee was not in the salary packaging scheme.

3.4.4 Non salary-packaged benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on worker's compensation, annual or other leave with pay, including long service leave.

3.4.5 If an employee on a salary packaging arrangement goes on workers compensation the employee will receive not less than the entitlements which would have applied if the employee was not in the salary packaging scheme.

3.4.6 If an employee who has entered into a salary packaging arrangement ceases employment with the employer the salary packaging arrangement will cease on the date the employment ceases and -

3.4.6(a) all entitlements due to the employee on termination will be paid at the employee's base rate of pay; and

3.4.6(b) any outstanding fringe benefits tax or salary packaging benefit held by the employer, or the employer's salary packaging agent, on behalf of the employee, due to

the employee will be paid less any necessary taxation deduction.

3.4.7 If an employee has entered into a salary packaging arrangement superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* must be calculated at the employee's base rate of pay.

3.4.8 If an employee has entered into a salary packaging arrangement annual leave loading entitlements must be calculated at the employee's base rate of pay.

3.4.9 Employees who have entered into a salary packaging agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.

3.4.10 The employer will advise each employee in writing -

3.4.10(a) that an employee's participation in salary packaging is optional and entirely voluntary;

3.4.10(b) of the employee's classification level and base rate of pay;

3.4.10(c) that the employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;

3.4.10(d) that the employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it.

3.4.10(e) of the right of the employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the employee must be provided with a print-out of the relevant information;

3.4.10(f) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;

3.4.10(g) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the employer for reasons other than legislative requirements then the employer must give two months notice; and

3.4.10(h) that in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employees' wages will revert to their respective base rate of pays as specified in this Agreement.

3.4.11 Salary packaging arrangements shall be entered into only in accordance with this Clause.

3.4.12 By agreement with the employer an employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule 1 of this agreement, and have that sacrificed amount contributed to a complying superannuation fund of the employee's choice.

3.4.13 By agreement with the employer, an employee may also sacrifice an additional amount of salary, which would otherwise be payable in accordance with Schedule 1 of this Agreement for such matters as for "non-reportable" fringe benefits and novated leases.

3.4.14 Salary increases under this Agreement shall be payable to employees covered by salary packaging arrangements and such increases are to be applied to employees' base rate of pay.

3.5 ALLOWANCES

3.5.1 Higher Duties

An employee who, for a period of five or more consecutive working days, performs the duties of a position higher than those of the employee's normal position shall be paid the base rate of pay prescribed for the higher position for all time so worked.

3.5.2 In-charge Allowance

3.5.2(a) Registered Nurses - Level 1 or Level 2

A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit, where a Level 3 Nurse is normally employed, shall be paid the allowance specified in Schedule 2 for each shift worked.

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

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

3.5.3 Post Graduate Qualification Allowance

3.5.3(a) Registered Nurse

A Registered Nurse who holds post graduate qualifications shall be paid an allowance, in addition to the base rate of pay, as follows:-

3.5.3(a)(i) for a post graduate hospital or post graduate certificate - 4.0% of the base rate of pay of pay;

3.5.3(a)(ii) for a post graduate diploma or a degree other than a nursing under graduate degree - 6.5% of the base rate of pay of pay;

3.5.3(a)(iii) a masters or a doctorate - 7.5% of the base rate of pay of pay;

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

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

3.5.3(b) Enrolled Nurse

An Enrolled Nurse Level 2 who holds post graduate qualifications shall be paid an allowance, in addition to the base rate of pay, as follows:-

3.5.3(b)(i) for a post graduate certificate - 4.0% of the base rate of pay of pay; or

3.5.3(b)(ii) for a post graduate diploma - 6.5% of the base rate of pay.

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

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

3.5.3(c) A post graduate qualification allowance paid in accordance with this sub clause shall be taken into account in calculating overtime and annual leave payments.

3.5.4 Preceptor Allowance

3.5.4(a) An Enrolled Nurse, a Registered Nurse Level 1 or a Registered Nurse Level 2 who acts as a preceptor shall be paid the allowance specified in Schedule 2 for all time spent so acting, subject to the following

3.5.4(a)(i) the preceptor program must be approved by the employer;

3.5.4(a)(ii) the employee must be a qualified preceptor or have a *Certificate IV in Training and Assessment* qualification; and

3.5.4(a)(iii) where an employer requires an employee to act as a preceptor the employer will pay all course fees and provide time off on full pay for the employee to attend the preceptor course.

3.5.5 Meal allowance when required to work away from usual workplace

An employee who is required to travel away from their usual worksite and is more than sixteen kilometres away from that worksite at their usual meal time will be paid in accordance with the OneCare Travel and Expense Policy which provides the meal allowances prescribed by the Australian Tax Office as determined from time to time. These amounts are current as at the date of approval of this Agreement:

Breakfast: \$27.05

Lunch (or midday meal):	\$30.45
Dinner:	\$51.85

3.5.6 Driving licence allowance

An employee directed by the employer to drive vehicles requiring a specialised driving licence is to be reimbursed the cost of the driving licence upon the production of an invoice or receipt.

3.5.7 Allowances not to be taken into account

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

Notwithstanding subclause 3.5.7(a) above, the loading payable to 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.

3.5.8 District allowance

3.5.8(a) Employees stationed permanently in an isolated or remote district may, on the determination of the employer, be paid an allowance as specified in Schedule 2 in accordance with Category B locations under the Commonwealth Taxation Zone B prescription, initially the rates are as follows:

3.5.8(a)(i) an employee with whom dependent relatives reside - \$1428.91 per annum; or

3.5.8(a)(ii) an employee with no dependents residing - \$716.18 per annum.

3.5.8(b) part-time employees

The district allowance payable under sub clause 3.5.8(a) is payable to part-time employees on the following basis -

3.5.8(b)(i) an employee whose ordinary weekly hours are fewer than 10 - 25% of the allowance specified for a full time employee;

3.5.8(b)(ii) an employee whose ordinary weekly hours are 10 or more but less than 20 - 50% of the allowance specified for a full time employee;

3.5.8(b)(iii) an employee whose ordinary weekly hours are 20 or more but less than 30 - 75% of the allowance specified for a full time employee; and

3.5.9(b)(iv) an employee whose ordinary weekly hours are 30 or more - the full allowance specified for a full time employee.

3.5.9 Allowances as specified below will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to the increases to salary rates during the life of this Agreement.

3.5.9(a) Meal allowance when required to work away from usual workplace as prescribed in sub-clause 3.5.5.

3.5.9(b) Charges for meal provided by employer as prescribed in sub-clause 4.4.4.

3.5.9(c) Meal to be provided/allowance paid when required to work overtime as prescribed in sub-clause 4.4.3.

3.5.9(d) Remote call as prescribed in sub-clause 4.5.3(b).

3.6 PAYMENT OF WAGES

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

3.6.1 Time and Interval of Payment

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

3.6.1(b) When a pay day falls on a public holiday wages shall be transferred by the employer on the last working day before the public holiday.

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

3.6.2 Method of Payment of Wages

3.6.2(a) Employees shall have their wages paid by direct deposit, electronic funds transfer or some other method determined by the employer, into an account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on

pay day. Where the wages are not available to employees by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.

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

3.6.3 Statement of Wages

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

3.6.4 Deduction of Moneys

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

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

3.6.5 Overpayment of Wages

3.6.5(a) In the event of an overpayment to an employee where the overpayment has been made in one lump sum, the following shall apply:

3.6.5(a)(i) the employer will negotiate a repayment arrangement with the employee;

3.6.5(a)(ii) if agreement is reached, such agreement will be documented and implemented; and

3.6.5(a)(iii) subject to the authorisation by the employee, the overpayment will be repaid over a maximum of six (6) pay periods and the employer is authorised to deduct the overpayment from the employee's pay.

3.6.5(b) In the event of an overpayment to an employee where the overpayment has been made over an extended period of time, the following shall apply:-

3.6.5(b)(i) the employer will negotiate a repayment arrangement with the employee; and

3.6.5(b)(ii) if agreement is reached, such agreement will be documented and implemented.

3.6.5(c) The employer will give due consideration to the ability of the employee to repay the overpayment. Upon termination, and subject to the authorisation of the employee, the balance remaining of any overpayment will be deducted from any accrued entitlements or other payments due to be paid to the employee.

3.6.5(d) In exceptional circumstances, by agreement between the employer and the employee, this clause may be waived or varied.

3.6.6 Late Payment of Wages

3.6.6(a) Except in circumstances beyond the control of the employer, and subject to 3.6.6(b) below, an employee whose pay is not paid on pay day shall be paid at overtime rates for all time worked up to a maximum of 7.6 hours in any 24 hour period until such time as they receive their pay directly or it is deposited into their nominated bank account or financial institution.

3.6.6(b) Allowances prescribed by this Agreement shall not be taken into account in the calculation of waiting time rates as prescribed by this sub-clause.

3.6.7 Agreed Alternative Arrangements - No Waiting Time Payment to Apply

3.6.7(a) The provisions for payment of waiting time of 3.6.6 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 3.6.6 above until such time as the employee's wages are paid.

3.6.8 Payment of Wages on Termination

3.6.8(a) Where employment is terminated, all monies owing shall be deposited in the employee's nominated bank account or financial institution on the normal pay day for that employee following their termination date or on such other day as may be agreed between the employee and the employer.

PROVIDED that upon request by the employee or where employment is terminated by the employer, payment shall be made, where practicable 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.

3.6.8(b) Except in circumstances beyond the employer's control, if an employee's outstanding pay and entitlements upon termination are not paid within the time specified in 3.6.8(a) above, any time spent waiting to be paid after the date of termination shall be paid for at the base rate of pay up to a maximum of 7.6 hours a day for each day that the employee is kept waiting for payment and shall continue until the time that payment is made.

PART 4 - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

4.1 HOURS OF WORK - DAY WORKER

4.1.1 The ordinary hours of work for a full-time day worker (as defined) shall be:

- 38 hours per week; and

- Worked between the hours of 7.00am and 7.00pm Monday to Friday in continuous periods of 8 hours per day, except for meal breaks.

PROVIDED THAT:

- hours worked outside 7:00am and 7:00pm shall be paid as overtime but deemed ordinary hours of work for the calculation of the 38 hour week;
- by agreement with the employer a full time day worker may negotiate to work 152 hours averaged over the month with an accrued day off (ie a 19 day month).

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4.2 HOURS OF WORK - SHIFT WORKERS

4.2.1 Other than as provided for in (4.2.2) and (4.2.3) below, the ordinary hours of shift workers are not to exceed -

4.2.1(a) 8 in any one day;

4.2.1(b) 48 in any one week;

4.2.1(c) 88 in 14 consecutive days; and

4.2.1(d) 152 in 28 day accounting period.

4.2.2 Where an employee works in excess of those stipulated in 4.2.1 above those excess hours are to be paid in accordance with Clause 4.6 Overtime.

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

4.2.3 Notwithstanding 4.2.1 and 4.2.2 above, by agreement between the employer and a majority of the employees in a particular unit or work area, the ordinary hours of work for night shift

employees may be extended to ten per day, to be paid at the appropriate shift rate.

- 4.2.4 Notwithstanding 4.2.1 above, by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of twelve per day.

PROVIDED that such an agreement may be discontinued by either the employer or the employee giving seven days written notice.

The employer shall not use this sub-clause to reduce the full-time equivalent (FTE) staff employed in the nursing home.

PROVIDED further that no employee or prospective employee, shall be required by the employer to work under the terms of this sub clause as a condition of employment except by agreement between the employer and employee.

- 4.2.5 Subject to this Clause shift workers shall work at such times as required by the employer.

- 4.2.6 Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine hours since the employee's previous shift finished.

- 4.2.7 Provided that agreement may be reached between the parties to allow for special circumstances.

4.2.8 Make Up Time - Day and Shift Workers

An employee may elect, with the agreement of the employer, to work make-up time under which the employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

4.3 DAYLIGHT SAVING

At the changeover of time consequent upon daylight saving in each year:-

4.3.1 employee's shall be paid for actual time worked irrespective of the length of the shift; and

4.3.2 employees paid in accordance with 4.3.1 are not entitled to payment for the one hour lost.

4.4 MEAL BREAKS

All employees who work in excess of 4 hours on any day shall receive a meal break of 30 minutes duration.

PROVIDED that by agreement between the employer and employee an unpaid meal break shall be allowed on each day or shift, of a duration of not less than 30 minutes and not more than 60 minutes.

4.4.1 Meal Break - Day Workers

4.4.1(a) Meal breaks for day workers shall be unpaid, except in the following circumstances:

4.4.1(a)(i) where an employee is directed to work during their usual meal break;

4.4.1(a)(ii) where an employee is interrupted during meal break by a call to duty; or

4.4.1(a)(iii) where an employee is unable to leave the facility and may be called upon to return to work during a meal break, the meal break will be paid at the base rate of pay.

PROVIDED that for all work performed during his/her recognised meal break and thereafter until a meal break is allowed, be paid at the rate of time and a half of his/her base rate of pay.

- 4.4.1(b) Meal breaks are to be taken between 12.00pm midday and 2.00pm.

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

4.4.2 Meal Break - Shift Workers

- 4.4.2(a) All meal breaks for shift workers shall be counted as time worked and paid at the base rate of pay.
- 4.4.2(b) Shift workers receiving a paid meal break are required to remain at the workplace and may be called upon to return to work during a meal break.

PROVIDED that overtime rates do not apply to work performed during meal breaks.

PROVIDED further 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.

- 4.4.2(c) 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.

- 4.4.2(d) Meal breaks are to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.

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

- 4.4.2(e) Notwithstanding 4.4.2(a) above, a shift worker who, at the determination of the employer, is not required to remain at the workplace so to be available to be called upon to return to work, shall take an unpaid meal break in accordance with subclause 4.4.1(a).

PROVIDED that for all work performed during his/her recognised meal break and thereafter until a meal break is allowed, be paid at the rate of time and a half of his/her base rate of pay.

4.4.3 Meal Break When Required to Work Overtime

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

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

PROVIDED further that an employee required to work for more than two hours without being notified the previous day or earlier of the requirement to work overtime shall be paid a meal allowance of \$6.11 or supplied with a meal by the employer.

4.4.4 Charges for Meal Provided by Employer

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

4.4.4(a)(i) lunch or evening meal -

(1) two or three course 4.30

(2) single hot or cold main course 3.30

(3) other course (i.e. soup, sweet) 3.00

4.4.4(a)(ii) all breakfasts 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.

4.5 ON-CALL ARRANGEMENTS

4.5.1 Call Back

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

4.5.1(a)(i) for the first recall a minimum payment of four hours at overtime rates; and

4.5.1(a)(ii) for any subsequent recall a minimum payment of three hours at overtime rates.

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- 4.5.1(b) An employee in a Community Care environment who is recalled to work is to be paid double time for a minimum of one hour per occasion for the first and any subsequent recall.
 - 4.5.1(c) Time reasonably spent in getting to and from work is to be regarded as time worked.
 - 4.5.1(d) 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.

4.5.2 Close Call

- 4.5.2(a) For the purposes of this Clause **close call** means an employee being required to be on call for duty and not allowed to leave the workplace.
- 4.5.2(b) An employee may be required by the employer to remain on close call.
- 4.5.2(c) An employee required to remain on close call shall -
 - 4.5.2(c)(i) if not required to commence work be paid a minimum payment equivalent to six hours at the employee's base rate of pay; or
 - 4.5.2(c)(ii) if required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in (4.5.1(a)) above.

4.5.3 Remote Call

- 4.5.3(a) For the purpose of this Clause **remote call** means an employee rostered to be available for call but allowed to leave the workplace.

4.5.3(b) An employee rostered to remain on remote call is to be paid an allowance of \$1.35 per hour, on implementation of the agreement or as listed in schedule 2, for each hour that the employee is required to be so available, with a minimum payment per day or shift when so rostered of:

(i) Monday to Friday - \$20.33;

(ii) Saturday - \$30.62; or

(iii) Sunday, Public Holiday or rostered day off - \$35.73.

4.5.3(c) If an employee rostered to be on remote call is recalled to attend the workplace payment is to be as specified in 4.5.1(a) above or in the case of a community care worker 4.5.1(b), in addition to the allowance specified in 4.5.3(b) above.

4.6 OVERTIME

4.6.1 Overtime is not to be worked without the prior approval of the employer.

4.6.2 Each day's overtime is to stand alone.

4.6.3 Overtime shall not apply to those cases where arrangements have been made between the employees themselves, or in cases due to rotation of shifts.

4.6.4 Allowances prescribed by this Agreement other than higher duties allowance or post graduate qualification allowance shall not be taken into consideration in the computation of overtime payments.

4.6.5 The loading payable to casual employees shall not be taken into consideration in the computation of overtime payments. For the avoidance of doubt, where a casual employee works overtime the employee will receive the casual loading and overtime payments. Both the casual loading and overtime rates will be calculated separately on the base rate of pay (ie the overtime rates does not compound with the casual loading).

4.6.6 Requirement to Work Reasonable Overtime

4.6.6(a) Subject to (4.6.6(b)) below an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.

4.6.6(b) An employee may decline to work overtime if it would result in the employee working hours which are unreasonable having regard to:

4.6.6(b)(i) any risk to the employee's health and safety;

4.6.6(b)(ii) the employee's personal circumstances including family responsibilities;

4.6.6(b)(iii) the needs of the employer;

4.6.6(b)(iv) the notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and

4.6.6(b)(v) any other relevant matter.

4.6.7 Payment for Working Overtime - Day Workers

4.6.7(a) For all time worked in excess of ordinary hours of work in accordance with Clause 4.1 - Hours of Work -

Day Worker, payment, except for shift workers, is to be made as follows -

4.6.7(a)(i) Monday to Saturday inclusive - time and a half for the first two hours and double time thereafter;

4.6.7(a)(ii) Sunday - double time; and

4.6.7(a)(iii) public holidays - double time and one half.

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

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

4.6.8 Payment for Working Overtime - Shift Workers

4.6.8(a) The provisions of this sub-clause 4.6.8 apply to shift workers only.

4.6.8(b) For all time worked in excess of ordinary hours of work in accordance with Clause 4.2 - Hours of Work - Shift Workers, payment is to be made at double time.

4.6.8(c) Subject to clause 4.6.8(b), if an employee by choice or agreement with the employer works outside rostered shifts such work shall not attract overtime rates.

- 4.6.8(d) Where an employee is directed to work shifts other than in accordance with this clause the employee shall be entitled to payment of double time.
- 4.6.8(e) Any time worked in excess of eight hours per day shall be paid at double time.
- 4.6.8(f) Where arrangements have been made to extend ordinary hours in accordance with Clause 4.2 - Hours of Work - Shift Workers, subclauses 4.2.3 and 4.2.4, overtime shall be payable for work in excess of 10 or 12 hours per day, as the case may be.
- 4.6.8(g) In circumstances where the employer is given less than 4 hours notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designated time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the employer.

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

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

4.6.9 Director of Nursing/Care

- 4.6.9(a) The Director of Nursing/Care is not entitled to payment for overtime.

PROVIDED that where, in the opinion of the employer the circumstances so require, a Director of Care who works overtime on rostered nursing duties in excess of

his/her ordinary duties as Director of Care shall be entitled to receive payment for overtime calculated by reference to the base rate of pay for the duties being performed for all time so worked.

4.6.10 Calculation of overtime for casual employees

4.6.10(a) For casual employees, overtime is to be calculated by reference to the base rate of pay.

4.6.11 Time off in lieu of payment for overtime

4.6.11(a) By agreement between the employer and an employee, time off in lieu of overtime may be taken at the equivalent overtime rate.

PROVIDED that such an agreement may be discontinued at the request of either the employer or the employee.

4.6.11(b) Where time off in lieu of overtime has not been taken within four weeks of its accrual the employer shall, if so requested by an employee, pay the employee the overtime rates that would have applied if the employee had not elected to take time off in lieu of that overtime.

4.6.12 Rest period after overtime

4.6.12(a) Where employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

4.6.12(b) Employees, other than casual employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of

their ordinary hours on the next that they have not had at least 8 consecutive hours off duty between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.

- 4.6.12(c) If at the direction of the employer an employee resumes or continues work without having had eight consecutive hours off duty as specified in sub-clause 4.6.12(b) 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.

4.7 PENALTIES - SHIFT WORKERS

4.7.1 Shift Definitions

- 4.7.1(a) "Day Shift" means a shift worked between the hours of 6.00am and 6.00pm, Monday to Friday.
- 4.7.1(b) "Afternoon Shift" means a shift which finishes between the hours of 6.00pm and 12.00am.
- 4.7.1(c) "Night Shift" means a shift which is not a day or afternoon shift.
- 4.7.1(d) "Saturday Shift" means a shift the major portion of which is worked on a Saturday.
- 4.7.1(e) "Sunday Shift" means a shift the major portion of which is worked on a Sunday.

4.7.1(f) "Public Holiday Shift" means a shift the major portion of which is worked on a Public Holiday.

4.7.2 Afternoon and Night Shifts

4.7.2(a) Afternoon Shift - time plus 14.5%. The shift penalty will be increased to 15% from the first full pay period on or after 1 July 2018.

4.7.2(b) Night Shift - time plus 17.5%.

4.7.3 Saturday Shifts

4.7.3(a) Saturday Shift - time plus 50%.

4.7.4 Sunday and Holiday Shifts

4.7.4(a) Sunday Shift - time plus 100%.

4.7.4(b) Public holidays - time plus 100%.

4.7.5 A shift worker who -

4.7.5(a) during a period of engagement on shift, works night shift only;

4.7.5(b) works on night shift for a period in excess of four consecutive weeks; or

4.7.6(c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;

shall for such engagement, period or cycle be paid 30% more than the employee's base rate of pay for all time worked during ordinary working hours.

Provided that where a shift worker by mutual arrangement with an employer works permanently on a night shift, and where but for such arrangement a rotating or alternating roster would need to be worked, such employee shall be paid shift penalties on the base rate of pay in accordance with sub-clause 4.7.2(b).

4.8 ROSTERS

There is to be a shift roster which must -

4.8.1 Rotation

make provision for rotation unless all of the employees concerned desire otherwise;

4.8.2 Number of Shifts

not roster any employee to work for more than 8 shifts in any 9 consecutive days except where alternative arrangements are made by agreement between the employer and the employee(s) concerned; and

4.8.3 Roster Period

stipulate a 28 day roster period. Where an employee works a 19 day month the 28 day roster period will include the accrued day off in addition to eight (8) rostered days off.

4.8.4 Minimum Number of Days Off

make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by

agreement between the employer and the employee(s) concerned; and

4.8.5 Change to Roster

The structure of a whole roster will not be changed without a minimum of 4 weeks notice, provided that an individual employee's place on such roster shall not be changed except on one weeks notice of such change, or payment of the relevant overtime rate.

PROVIDED that by agreement between the employer and the employee(s) concerned changes to rosters may occur without the 4 weeks notice specified above.

4.8.6 Handover

4.8.6(a) 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.

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

4.8.6(c) Handover time shall only be payable on shifts actually worked.

4.8.7 Broken or Split Shifts

(a) A broken shift:

- (i) is a rostered shift of no more than a total of 8 working hours;
- (ii) does not include a double shift; and
- (iii) allows for a break between each portion of the shift of no less than 1 hour and no more than 4 hours.

(b) Broken shifts may be worked by mutual agreement between the employer and the employee(s) concerned and work performed will be at the relevant Full Rate of Pay for each separate portion of the shift.

(c) PROVIDED that in emergency situations a broken shift may be worked by mutual agreement between the employer and employee and work performed in excess of a spread of nine hours shall be paid at the rate of double time.

PART 5 - LEAVE AND PUBLIC HOLIDAYS

5.1 ANNUAL LEAVE

5.1.1 Entitlement

5.1.1(a) Full-time

Full-time employees in this part shall be entitled to 4 weeks paid annual leave less the period of annual leave per twelve months continuous service. This shall mean a maximum of 152 hours for a full-time employee and a pro rata equivalent for part-time employees.

Annual leave is cumulative fortnightly and will accrue on a pro rata basis. Accrual is at the rate of .076923 for each ordinary hour worked.

A period of annual leave does not break an employee's continuity of service.

5.1.1(b) Part-time

Shift workers are entitled to annual leave based on the number of ordinary hours (excluding over time) worked in the leave year.

The leave entitlement shall accrue at the rate of 0.076923 for each ordinary hour worked.

5.1.1(c) Casual

5.1.1(c)(i) Casual employees have no entitlement to paid annual leave.

5.1.1(c)(ii) Leave without pay may be accessed as approved by the employer.

5.1.2 Additional Leave - Shift Workers

Shift workers who work at least 20 weekend shifts (ie Saturdays and/or Sundays) in any one leave year shall be allowed, in addition to the 152 hours prescribed in sub clause (5.1.1(a)) above, an extra 38 hours annual leave, to be taken in a period of 7 consecutive days including non-working days.

PROVIDED that if an employee with twelve months' continuous service is engaged for part of that period as a shift worker, the employee's entitlement to annual leave, in addition to the 152 hours prescribed in subclause 5.1.1(a) above, is to be increased by 3.8 hours for each month the employee has been continuously engaged as a shift worker.

5.1.3 Director of Nursing/Care

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.

5.1.4 Annual Leave May Be Taken in More Than One Period

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

Employees shall not be required to take annual leave during any period of shutdown except by mutual consent.

5.1.6 Extensive Accumulated Annual Leave

The employer is able to direct an employee to take up to a quarter of their annual leave entitlement if the employee has an accrued annual leave balance greater than 8 weeks for day workers and 10 weeks in the case of shift workers. In such cases, a minimum of 8 weeks notice shall be provided to the employee. Provided a shorter period of notice is agreed between the employer and the employee.

- a) Genuine attempts at reaching agreement must occur before the employer shall provide notice to take annual leave under this clause.
- b) The employer will not direct an employee to take leave under this clause in periods of less than 1 week,
- c) Leave directed under this clause must not be inconsistent with any existing leave plans or approvals.

5.1.7 Payment for Period of Leave

5.1.7(a) Upon application to take leave, an employee may request to receive annual leave payments 'in advance' or 'fortnightly'.

PROVIDED that payment for annual leave 'in advance' is to be made not later than 12 noon on the last day of work prior to the employee going on leave. Payments for annual leave fortnightly is to be made on the normal pay day as would be the case had the employee worked.

- 5.1.7(b) Leave loading on base rate of pay for annual leave taken. Day Workers shall be paid 17.5% leave loading on the annual leave taken. Shift workers shall be paid an annual leave loading which provides them with the greatest financial benefit either:
- (i) 17.5%; or
 - (ii) shift penalties in accordance with the roster the employee would have worked if not on annual leave.

PROVIDED that leave loading is not payable for days added to Annual Leave in lieu of public holidays as provided under Clause 5.1.12(b).

- 5.1.7(c) The foregoing provisions are subject to the conditions of clause 5.1.9 Cashing Out Annual Leave.

5.1.8 Payment of Annual Leave on Termination of Employment

Upon termination of employment, an employee shall be paid any outstanding annual leave accrual including leave loading under clause 5.1.7(b).

5.1.9 Cashing Out Annual Leave

Annual leave credited to an employee may be cashed out, subject to the following conditions:-

- 5.1.9(a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining

accrued entitlement to paid annual leave being less than 4 weeks;

- 5.1.9(b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and employee;
- 5.1.9(c) the employer has agreed to the employee cashing out the annual leave;
- 5.1.9(d) leave shall not be cashed out in advance of it being accrued;
- 5.1.9(e) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- 5.1.9(f) for day workers, payment for cashed out annual leave will be at the base rate of pay. The 17.5% leave loading provided for at clause 5.1.7(b) will be paid at the time of cashing leave.

5.1.10 Annual Leave Allowed in Advance

The employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment, subject to the authorisation of the employee.

5.1.11 Annual Leave Exclusive of Certified Personal/Carer's 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 paid annual leave, shall be given credit for the time so certified and the paid annual leave is to be extended by the number of days that the employee has been certified as unfit for duty.

5.1.12 Annual Leave Exclusive of Public Holidays

5.1.12(a) Subject to this clause the annual leave prescribed by this clause is exclusive of any public holidays prescribed by clause 5.5 - Public Holidays. If a public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

5.1.12(b) In the case of a full-time or part-time (on a rotating roster only) shift worker the employee will have added to the period of annual leave one day for each statutory holiday mentioned in clause 5.5 - Public Holidays, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off.

5.1.12(c) In the case of a part-time shift worker whose place on a roster does not rotate (non-rotating roster) will only have the period of annual leave extended by the addition of one day for each statutory holiday mentioned in clause 5.5 - Public Holidays, upon which he/she is rostered to work.

5.2 PERSONAL LEAVE (SICK LEAVE AND CARER'S LEAVE)

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in sub-clause 5.2.8.

5.2.1 Entitlement

5.2.1(a) In addition to any entitlement under clause 5.9, an employee will be entitled to paid personal leave in the event of:

- personal illness or injury (sick leave);
- to provide care or support for a member of his or her immediate family or household in the event of their illness or injury; or
- in case of an unexpected emergency (carers leave).

5.2.1(b) Full-time employees will accrue 152 hours per annum of paid personal leave. This leave is accrued at the rate of .076923 per hour worked for all ordinary hours to a maximum of 152 hours per annum for full time employees. Personal leave only accrues on ordinary time.

5.2.1(b)(i) This leave will be accumulate from year to year without limitation.

5.2.1(b)(ii) A pro-rata entitlement applies to eligible part-time employees).

5.2.1(c) Any personal leave taken by the employee is deducted from the employees personal leave credit.

5.2.1(d) Accrued personal leave is not payable upon termination of employment.

5.2.2 Personal Leave for Personal Injury or Illness (Sick Leave)

5.2.2(a) An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of sick leave, at the employee's base rate of pay exclusive of shift or weekend loadings or overtime subject to the conditions set out in this clause.

5.2.2(b) An employee shall be entitled to a maximum of 5 (five) certificate free sick days in a period of 12 calendar months, provided that:

- no more than 2 (two) consecutive days will be awarded as certificate free;
- this entitlement is not cumulative and each year stands alone;
- if leave is taken beyond the 5 certificate free days the employer may request evidence as provided for in 5.2.5; and
- if an employee is suffering from gastroenteritis and is instructed by the manager to not attend work for a specified period, the employee is not required to obtain a medical certificate for that period and such leave shall not count towards the certificate free days mentioned in this clause.

5.2.3 Personal Leave to Care for an Immediate Family or Household Member (Carer's Leave)

5.2.3(a) Subject to 5.2.3(b) all employees are entitled to use the full amount of their personal leave, including accrued leave each year, for the purposes of carer's leave.

5.2.3(b) Leave may be taken for part of a single day.

5.2.4 Employee Must Give Notice

- 5.2.4(a) The employee must, as soon as reasonably practicable, inform the employer of the taking of leave and the estimated duration of the absence.
- 5.2.4(b) When taking leave to care for members of their immediate family or household who are sick and require the employees care or support, or who require care due to an unexpected emergency, the notice must include:
- where reasonably practicable, notice prior to the absence of the intention to take leave; and
 - where reasonably practicable, the estimated length of absence

5.2.5 Evidence Supporting Claim

- 5.2.5(a) When taking sick leave, the employee must, if required by the employer, establish by production of a medical certificate issued by a medical practitioner or health professional, that the employee was unable to work because of personal injury or illness.

Words about accepting Stat declarations required where it was not practical to obtain a medical certificate.

- 5.2.5(b) When taking leave to care for members of their immediate family or household who are sick and require care or support, the employee must, if required by the employer, provide evidence by production of a medical certificate issued by a medical practitioner or health professional, that the leave is taken for the purposes of carer's leave and such illness required care or support by the employee.

5.2.5(c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, with evidence to 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.

5.2.6 Unpaid Leave

5.2.6(a) In the event that an employee has exhausted his or her paid personal leave entitlements, and they comply with the relevant statutory requirements, they are entitled to take unpaid carer's leave leave. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to 2 days of unpaid leave per occasion.

5.2.6(b) A period of unpaid carer's leave does not break an employee's continuity of service, however it does not count as service.

5.2.7 Casual Employees - Caring Responsibilities

5.2.7(a) Casual employees are entitled to not be available to attend work, or to leave work if they need to provide care or support for members of their immediate family or household who are sick and require the employees care or support, or who require care or support due to an unexpected emergency.

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

5.2.8 Conditions

5.2.8(a) The employer is not required to pay personal leave entitlements for any period during which the employee is absent from work because of a personal illness or injury for which the employee receives workers compensation payments.

5.3 COMPASSIONATE LEAVE

5.3.1 Paid Compassionate Leave Entitlement

An employee, other than a casual employee, shall be entitled to take up to 3 days paid compassionate leave per occasion (a permissible occasion) when a member of the employee's immediate family or household:

5.3.1(a) contracts or develops a personal illness that poses a serious threat to his or her life;

5.3.1(b) sustains a personal injury that poses a serious threat to his or her life; or

5.3.1(c) dies.

The Employee will be entitled to an additional 2 days paid Compassionate Leave in the event of the death of a parent, spouse or child.

5.3.2 Taking Compassionate Leave

5.3.2(a) An employee may take leave for a particular permissible occasion if the leave is taken:

5.3.2(a)(i) for the purpose of spending time with the member of the employee's immediate family

or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in 5.3.1; or

5.3.2(a)(ii) after the death of the member of the employee's immediate family or household referred to in section 5.3.1.

5.3.2(b) An employee may take compassionate leave as follows:

5.3.2(b)(i) a single continuous period of 3 days (or 5 days if the Employee has an entitlement to the additional 2 days under clause 5.3.1); or

5.3.2(b)(ii) any separate periods to which the employer and employee agree.

5.3.2(c) An employee is entitled to take compassionate leave at any time while the illness or injury persists.

5.3.3 Payment for Compassionate Leave (other than casual employees)

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

5.3.4 Notice and Evidence Requirement

5.3.4(a) An employee must give the employer notice of the taking of leave under this clause by the employee.

5.3.4(b) The notice:

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

5.3.4(b)(ii) must advise the employer of the period, or expected period, of the leave.

5.3.4(c) An employee who has given notice of the taking of leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in 5.3.1.

5.3.5 Unpaid Compassionate Leave

An employee may take unpaid compassionate leave by agreement with the employer.

5.3.6 Casual Employees

5.3.6(a) Subject to the evidentiary requirement in sub-clause 5.3.4, casual employees are entitled to unpaid leave for the same periods as those specified in sub-clause 5.3.1.

5.3.6(b) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

5.3.7 Extended Definition of Parent for Compassionate Leave

For the purposes of this clause 5.3, 'parent' includes a foster parent, step parent or legal guardian.

5.4 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

5.4.2 Basic Entitlement to Parental Leave

5.4.2(a) An employee is entitled to Parental Leave in accordance with the NES.

5.4.3 Paid Parental Leave

5.4.3(a) In order to be eligible to apply for paid parental leave an employee must:

- (i) have been employed for 12 months continuous service prior to the expected date of confinement; and
- (ii) not be a casual employee.

5.4.3(b) An eligible female employee may apply for 14 weeks paid maternity leave.

5.4.3(c) An eligible male employee or non-birth partner employee may apply for 1 week paid paternity leave at the time of birth.

5.4.3(d) Paid parental leave is granted to an employee on the following conditions:-

- leave must be taken in a single unbroken period;
- unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks;
- it is to be paid at an employee's base rate of pay (ie. no shift or public holiday penalties or allowances);

- it is not to be extended by public holidays or any other leave falling within the period of leave.
- paid parental leave may be paid:
 - on a normal fortnightly basis; or
 - at the rate of half pay over a period of 28 weeks on a regular fortnightly basis;
- annual and/or long service leave credits can be combined with periods of maternity leave on full or half pay to enable an employee to remain on paid leave for that period.

5.4.3(e) Part-time employees are entitled to the same provisions as full-time employees. Payment will be at the base rate of pay based on the employees projected roster at the time of taking leave.

5.4.3(f) During periods of paid or unpaid maternity leave, personal (sick) leave with pay is not to be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness had arisen from the pregnancy.

5.5 PUBLIC HOLIDAYS

5.5.1 For the purposes of this agreement 'public holidays' means the following holidays:

5.5.1(a) Southern Tasmania

New Year's Day, Australia Day, Hobart Regatta Day, Labour Day, Good Friday, Easter Monday, Anzac Day (week day only), Queen's Birthday, Hobart Show Day, Christmas Day and Boxing Day.

5.5.1(b) Northern Tasmania

New Year's Day, Australia Day, Labour Day, Recreation Day, Good Friday, Easter Monday, Anzac Day (week day only), Queen's Birthday, Launceston Show Day, Christmas Day and Boxing Day.

5.5.1(c) North-West Tasmania

New Year's Day, Australia Day, Labour Day, Recreation Day, Good Friday, Easter Monday, Anzac Day (week day only), Queen's Birthday, either Devonport or Burnie Show Day, Christmas Day and Boxing Day.

5.5.1(d) Substitute Days

The Public holidays under sub-clause 5.5.1(a), (b) and (c) include the substitute days specified by the *Statutory Holidays Act 2000* (Tas) but not both days.

5.5.1(e) Other days

Any other day, or part day, declared or prescribed by the *Statutory Holidays Act 2000* (Tas) to be observed generally within Tasmania, or a region of Tasmania, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

5.5.2 Payment and entitlements

- 5.5.2(a) Employees (other than casual employees) must be allowed the public holidays prescribed in 5.5.1 without loss of pay.
- 5.5.2(b) Employees (other than casual employees) who would normally work on the day of the public holiday and are not required to work on such day will be paid at ordinary rates of pay as if they had worked their normal number of hours on that day.
- 5.5.2(c) Employees (other than casual employees) must be paid an additional 100% of the base rate of pay as defined, for actual hours worked, on the public holidays as prescribed in 5.5.1.

5.5.3 Day Workers

Day workers who would not normally work on the day of the public holiday and are required to work on such day will be paid at double time and one half of the base rate of pay as defined, for actual hours worked, on the public holidays as prescribed in 5.5.1.

5.6 LONG SERVICE LEAVE

- 5.6.1 The provisions of the *Long Service Leave Act Tasmania 1976* (as amended) shall apply to employees covered by this Agreement.
- 5.6.2 Employees who achieve 10 years continuous service with the employer will be entitled to long service leave on a pro-rata basis of 8.66 weeks.

5.7 COMMUNITY SERVICES LEAVE

An employee will be entitled to Community Services Leave in accordance with the NES which provides for:

- paid leave of up to ten (10) days per summons for Jury Service (less any jury service pay received by the employee); and
- unpaid leave to carry out voluntary emergency management activities.

5.8 CEREMONIAL LEAVE

5.8.1 An employee who is an Aboriginal or Torres Strait Islander, or is a member of another culture or religion will be entitled to leave without pay of up to ten working days in any one calendar year:

- for the purpose of observation of religious occasions; or
- where there is a cultural day of significance to the employee.

5.8.2 A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.

5.8.3 An employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.

5.8.4 Under normal circumstances the employee must provide at least 2 weeks' notice in writing (usually by furnishing an 'Application for Leave' form) of the employee's intention to take leave pursuant to this clause.

5.8.5 An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

5.9 EMERGENCY LEAVE

An employee may apply for leave to attend to a personal emergency affecting the employee. Leave will be:

- (a) granted at the employer's discretion; and
- (b) deducted from the employee's accrued Personal Leave balance. If the Employee has exhausted their Personal Leave balance the leave will be unpaid.

5.10 DOMESTIC/FAMILY VIOLENCE LEAVE

5.10.1 Leave

5.10.1(a) An employee experiencing Domestic/Family violence will have access to personal/carers leave or unpaid leave in the case of casuals for medical appointments, legal proceedings and other activities relating to Domestic/Family Violence. This leave may be taken as consecutive or single days or as a partial day and can be taken without prior approval, subject to notifying the relevant contact person.

5.10.1(b) An employee who supports a person experiencing Domestic/Family Violence may take carer's leave to accompany them to court, hospital or to mind children.

5.10.1(c) Paid leave for employees experiencing domestic/family violence is available in addition to current leave entitlements, but employees must use any existing personal/carers leave first. The duration of additional paid leave will be determine on a case by case basis.

5.10.2 General Measures

5.10.1(a) Proof of family violence will 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 a lawyer.

5.10.1(b) OneCare has a Domestic/Family Violence Policy to supplement this clause which details the appropriate action to be taken in the event that an employee reports Domestic/Family Violence.

PART 6 - OTHER PROVISIONS

6.1 TRAVELLING

6.1.1 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.

6.1.2 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 ATO rates prevailing at that time.

6.2 UNIFORMS

6.2.1 Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms. Employees will have a choice of uniform items from a nominated supplier to a maximum annual value of \$212.

6.2.2 Employees must return provided uniforms to the employer upon cessation of employment. The cost of unreturned uniforms may be deducted from the employee's final pay as per 3.6.4 Deduction of Money.

6.2.5 The employee is responsible for the laundering of uniforms.

6.3 CONSULTATION TERM

6.3.1 This term applies if:

6.3.1(a) if the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

6.3.1(b) the change is likely to have a significant effect on the employees covered by this agreement.

6.3.2 The employer must notify the relevant employees of the decision to introduce the major change.

6.3.3 Employees may appoint a representative for the purposes of the procedures of this term. Where a relevant employee(s) appoint a representative and the employee(s) advise the employer of the identity of the representative, the employer must recognise the representative.

6.3.4 As soon as practicable after making its decision the employer must discuss with the relevant employees the introduction of the change; and the effect the change is likely to have on the employees; and measures the employer is taking to avert or mitigate the adverse effect of the change on the employees.

6.3.5 For the purposes of the discussion the employer will provide relevant employees in writing: (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.

6.3.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.3.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

6.3.8 If a term in this enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirement set out in subclauses 6.3.2, 6.3.3 and 6.3.4 are taken not to apply.

6.3.9 In this term, a major change is *likely to have significant effect on employees* if it results in:

6.3.9(a) the termination of the employment of employees;

6.3.9(b) major change to the composition, operation or size of the employee's workforce or to the skills required of employee's;

6.3.9(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);

6.3.9(d) the alteration of hours of work;

6.3.9(e) the need to retrain employees;

6.3.9(f) the need to relocate employees to another workplace;
or

6.3.9(g) the restructuring of jobs.

6.3.10 In this term, *relevant* employees means the employees covered by this agreement who may be affected by the major change.

6.4 FLEXIBILITY TERM

6.4.1 The employer and employees covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

6.4.1(a) the agreement deals with 1 or more of the following matters:

- (i) spread of hours;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

6.4.1(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in sub-clause 6.4.1; and

6.4.1(c) the arrangement is to be initiated by the employee and is to be genuinely agreed to by the employer and employee.

6.4.2 The employer must ensure that the terms of the individual flexibility arrangement:

6.4.2(a) are about permitted matters under section 172 of the Act;

6.4.2(b) are not unlawful terms under section 194 of the Act; and

6.4.2(c) result in the employee being better off overall than the employee would be if no arrangement was made.

6.4.3 The employer must ensure that the individual flexibility arrangement:

6.4.3(a) is in writing;

6.4.3(b) includes the name of the employer and employee;

6.4.3(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

6.4.3(d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement;
- (ii) how the arrangement will vary the effect of the terms;
- (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

6.4.3(e) states the day on which the arrangement commences.

6.4.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.4.5 The employer or employee may terminate the individual flexibility arrangement:

6.4.5(a) by giving no more than 28 days written notice to the other party to the arrangement; or

6.4.5(b) if the employer and employee agree in writing - at any time.

6.5 NOTICE BOARD

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

6.6 PROFESSIONAL DEVELOPMENT

All parties to this Agreement will actively encourage and facilitate professional development, particularly in relation to supporting Registered Nurses and Enrolled Nurses maintaining registration with NBT.

6.7 WORKLOAD MANAGEMENT

The parties to the agreement have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employees and the quality of client care.

Accordingly the employer will establish a regular consultative mechanism at which workload issues will be specifically discussed including but not limited to rostering, work methods, skill mix and staffing levels.

6.8 WORKPLACE HEALTH AND SAFETY

The parties recognise their responsibilities under workplace health and safety legislation. Accordingly the employer will ensure that sufficient consultative measures are in place to support positive change in the area of workplace health and safety, supported by a program of training for participants and managers, and staff more broadly.

6.9 INFLUENZA VACCINATIONS

The employer will provide influenza vaccinations at no cost to employees annually.

6.10 EMPLOYEE REPRESENTATIVES

(a) Union delegates or elected workplace representatives, with approval of the employer and upon application in writing, shall be granted up to a combined total of three days paid union delegate leave each calendar year, non cumulative, to:

- represent members in bargaining;

- represent the interests of members to the employer and at times industrial tribunals;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - attend union education;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace; and
 - attend union annual delegates conference.
- (b) For any request for leave to attend union training, the employee must submit their request in writing with two months notice prior to the commencement of the union training to the employer. Approval of the leave request shall be on the basis that the employer agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.
- (c) 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 subclause to avoid an obligation under this clause.
- (d) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (e) 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.
- (f) An employee may be required to satisfy the employer of attendance at the course to qualify for leave.

- (g) 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.

- (h) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute resolution procedures of this Agreement.

6.11 DRUG AND ALCOHOL IN THE WORKPLACE

During the term of this Agreement, OneCare, in consultation with its employees and representatives, will develop a Drug and Alcohol policy.

6.12 NO PRECEDENT

This Agreement must not be used by any party as a precedent.

DECLARATIONS AND SIGNATORIES

Declaration

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

Signatories

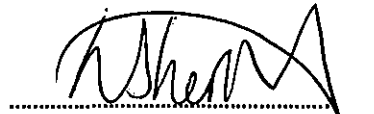
Signed for and on behalf of the parties:

Norm McIlpatrick
Chief Executive Officer
OneCare Limited
140 Macquarie Street, Hobart, Tasmania



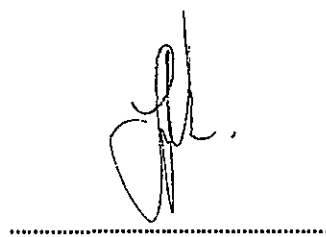
Date: 23/11/17

Emily Shepherd
Branch Secretary
Australian Nursing and Midwifery Federation
182 Macquarie Street, Hobart, Tasmania


Emily Shepherd
ANMF Tasmania Branch
Secretary.

Date: 23/11/2017

Tim Jacobson
State Secretary
Health and Community Services Union
Tasmania Branch
11 Clare Street, New Town, Tasmania



Date: 23/11/2017

SCHEDULE 1

WAGES

The salaries in Table 1 of this Schedule may be higher depending on whether the FWC minimum wage increase is greater than the agreed increase under clause 3.2.6

Table 1 Indicative only subject to Amendment due to FWC Determinations

CLASSIFICATION	Current Yearly Wage	From first full pay period after		
		Date: 1/7/2017 3.3%	Date: 1/7/2018 2.0%	Date: 1/7/2019 2.0%
Enrolled Nurse - Level 1				
1st year of service	48816	50427	51435	52464
2nd year of service	49852	51497	52527	53578
3rd year of service	50883	52562	53613	54686
4th year of service	51920	53633	54706	55800
5th year of service and thereafter	52953	54700	55794	56910
Enrolled Nurse - Level 2				
(Medication Endorsed)				
1st year of service	53742	55515	56626	57758
2nd year of service and thereafter	54779	56587	57718	58873
Registered Nurse - Level 1				
1st year of service	53471	55236	56340	57467
2nd year of service	56058	57908	59066	60247
3rd year of service	58644	60579	61791	63027
4th year of service	61230	63251	64516	65806
5th year of service	63814	65920	67238	68583
6th year of service	66402	68593	69965	71364
7th year of service	68987	71264	72689	74143
8th year of service and thereafter	71573	73935	75414	76922
Registered Nurse - Level 2				
1st year of service	74159	76606	78138	79701
2nd year of service	75883	78387	79955	81554
3rd year of service	77606	80167	81770	83406
4th year of service and thereafter	79332	81950	83589	85261
Registered Nurse - Level 3				

CLASSIFICATION	Current Yearly Wage	From first full pay period after		
		Date: 1/7/2017 3.3%	Date: 1/7/2018 2.0%	Date: 1/7/2019 2.0%
1st year of service	82566	85291	86996	88736
2nd year of service	84505	87294	89040	90820
3rd year of service	86445	89298	91084	92905
4th year of service and thereafter	88385	91302	93128	94990
Registered Nurse - Level 4				
Grade 1 (0 - 60 beds)	98727	101985	104025	106105
Grade 2 (61 - 90 beds)	98727	101985	104025	106105
Grade 3 (91 - 120 beds)	98727	101985	104025	106105
Grade 4 (121 beds and above)	106271	109778	111974	114213
Registered Nurse - Level 5				
Grade 1 (0 - 60 beds)	98727	101985	104025	106105
Grade 2 (61 - 90 beds)	106271	109778	111974	114213
Grade 3 (91 - 120 beds)	113814	117570	119921	122320
Grade 4 (121 beds and above)	122434	126474	129004	131584

SCHEDULE 2 – ALLOWANCES

The allowances in this Schedule may be higher depending on whether the FWC minimum wage increase is greater than the agreed increase under clause 3.2.6.

Allowance	Clause	Current	On Commencement	01.07.2018	01.07.2019
In Charge per shift	3.5.2(a)	27.01	30.00	30.60	31.21
Preceptor per hour	3.5.4(a)	2.82	3.00	3.06	3.12
Remote Call per hour	4.5.3(b)	1.31	1.35	1.38	1.40
Remote Call min per shift					
Remote Call min per shift Mon-Fri	4.5.3(b)	19.68	20.33	20.74	21.15
Remote Call min per shift Sat	4.5.3(b)	29.64	30.62	31.23	31.86
Remote call min per shift Sun, PH and RDOs	4.5.3(b)	34.58	35.73	36.44	37.17
District					
(a) an employee with whom dependent relatives reside	3.5.8(a)(i)	1,383.26	1428.91	1457.48	1486.64
(b) an employee without dependent relatives	3.5.8(a)(ii)	693.31	716.18	730.51	745.12
Meal Allowance	4.4.3	5.91	6.11	6.23	7.47

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2017/5901

Applicant: OneCare

UNDERTAKINGS

I Liz Makin the Executive Manager Human Resources of OneCare, in accordance with section 190 of the *Fair Work Act 2009*, give the following undertaking with respect to the **OneCare Ltd Nursing Employees Enterprise Agreement 2017** ("the Agreement"):

1. That clause 5.1 of the Agreement will operate subject to the NES.

SIGNED on behalf of and with the authority of

OneCare Limited

Authorised signature



Name

Liz Makin

Position

Executive Manager Human Resources

Address

GPO Box 2315, Hobart 7001

Date

13 April 2018

Schedule 2.3—Model consultation term

(regulation 2.09)

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) 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).