



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Respect Group Limited T/A Respect**  
(AG2025/334)

## **RESPECT GROUP LIMITED TASMANIA ENTERPRISE AGREEMENT 2024**

Aged care industry

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 4 APRIL 2025

*Application for approval of the RESPECT GROUP LIMITED TASMANIA ENTERPRISE  
AGREEMENT 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Respect Group Limited Tasmania Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Respect Group Limited Trading as Respect. The Agreement is a single enterprise agreement.

[2] The Australian Nursing and Midwifery Federation (ANMF) and the Health Services Union (HSU) 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. Following a period of correspondence being exchanged between the parties and the Commission, the parties reached a consent position, and the ANMF and the HSU support approval of the Agreement.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 April 2025. The nominal expiry date of the Agreement is 1 July 2027.

### ***Variation***

[5] The ANMF and HSU highlighted errors in the wages tables at Annexure A of the Agreement.

[6] The Applicant has simultaneously sought to vary Annexure A of the Agreement pursuant to section 218A of the Act (the Variation), the ANMF and HSU concur.

[7] I am satisfied that s.218A applies to the variations at paragraph 5 above.

[8] Section 218A, which came into effect on 7 December 2022 as part of the reforms contained within the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022*, provides for the variation of enterprise agreements to correct or amend an obvious error, defect or irregularity:

“(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).

(2) The FWC may vary an enterprise agreement under subsection (1);

(a) on its own initiative; or

(b) on application by any of the following:

(i) one or more of the employers covered by the agreement;

(ii) an employee covered by the agreement;

(iii) an employee organisation covered by the agreement.

(3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.”

[9] As has been noted in recent decisions of the Commission,<sup>1</sup> s.218A of the Act is akin to the slip rule found in s.602 of the Act, which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The evident purpose of s.218A is to remove complexity associated with varying enterprise agreements containing obvious errors, defects or irregularities by simplifying the process by which corrections may be made.

[10] Before an amendment under s.218A can be made, there first must be satisfaction of the existence of an obvious error, defect or irregularity (whether in substance or form). Upon the finding of such an error, defect or irregularity, the Commission may, not must, vary the enterprise agreement. The power to vary should only be exercised to the extent necessary to remove the error, defect or irregularity.

[11] The Applicant submits that the amendments seek to address obvious errors that may be corrected in accordance with s.218A, the ANMF and HSU concur.

[12] I am satisfied that the errors in the Agreement outlined at paragraph 5 of this Decision are obvious errors. I am satisfied the amendments should be made, and that it is appropriate to do so by varying the Agreement pursuant to s.218A of the Act. There are no reasons not to exercise my discretion and good reasons to do so. The errors identified at paragraph 5 will be amended as per the order.

## **Order**

[13] I order, pursuant to s.218A of the Act, that Annexure A of the Agreement be amended as highlighted in yellow in Annexure A of this Decision.

[14] The variations pursuant to s.218A above will operate from 11 April 2025.



DEPUTY PRESIDENT

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## Annexure A

## Annexure A |

## Pay Rates and Allowances

Nb: Dates of effect are first full pay period on or after (FFPPOA)

WAGES - TASMANIA						
CLASSIFICATION		1/07/2023	3.75%	1%	3.00%	3.00%
			FFPPOA 1/07/2024	27 January 2025	FFPPOA 1/07/2025	FFPPOA 1/07/2026
ENROLLED NURSE	Year 1 (PP1)	1,448.71	1,503.04	1,517.52 1,518.07	1,563.05	1,609.94
	Year 2 & thereafter (PP5)	1,481.58	1,537.14	1,551.96 1,552.51	1,598.51	1,646.47
REGISTERED NURSE Level 1	Year 1	1,452.68	1,507.16	1,521.68 1,522.23	1,567.33	1,614.35
	Year 2	1,518.46	1,575.40	1,590.59 1,591.16	1,638.30	1,687.45
	Year 3	1,584.97	1,644.41	1,660.26 1,660.85	1,710.06	1,761.37
	Year 4	1,652.21	1,714.17	1,730.69 1,731.31	1,782.61	1,836.09
	Year 5	1,719.56	1,784.04	1,801.24 1,801.88	1,855.28	1,910.93
	Year 6	1,787.68	1,854.72	1,872.59 1,873.27	1,928.77	1,986.64
	Year 7	1,855.32	1,924.89	1,943.45 1,944.14	2,001.75	2,061.80
	Year 8 & thereafter	1,922.63	1,994.73	2,013.95 2,014.68	2,074.37	2,136.60
REGISTERED NURSE Level 2	Year 1	1,990.31	2,064.95	2,084.85 2,085.60	2,147.40	2,211.82
	Year 2	2,035.18	2,111.50	2,131.85 2,132.61	2,195.81	2,261.68
	Year 3	2,080.41	2,158.43	2,179.23 2,180.01	2,244.61	2,311.94
	Year 4 & thereafter	2,125.71	2,205.42	2,226.68 2,227.48	2,293.48	2,362.29
REGISTERED NURSE Level 3	Year 1	2,210.24	2,293.12	2,315.23 2,316.06	2,384.68	2,456.22
	Year 2	2,261.08	2,345.87	2,368.48 2,369.33	2,439.54	2,512.72
	Year 3	2,311.96	2,398.66	2,421.78 2,422.65	2,494.43	2,569.26
	Year 4 & thereafter	2,362.83	2,451.44	2,475.06 2,475.95	2,549.32	2,625.80

Nb: Dates of effect are first full pay period on or after (FFPPOA)

WAGES - TASMANIA								
CLASSIFICATION		1/07/2023	3.75%	Award Mapping 1/1/25	ACWV Stage 3 Tranche 1	3%	3.00%	3.00%
			FFPPOA 1/07/2024 (weekly)		FFPPOA 1/01/2025 (weekly)	27 January 2025	FFPPOA 1/07/2025	FFPPOA 1/07/2026
Aged Care Employee Level 1	Services Grade 1	910.90	945.06	Level 1 - General	973.56	1,002.37 1,002.773	1,032.45 1,032.854	1,063.42 1,063.8479
	Administration Entry	929.28	964.13	Level 1 - General	992.25	1,022.02	1,052.68	1,084.26
Aged Care Employee Level 2	ECA Grade 1	1,089.00	1,129.84	Level 2 - Direct Carer	1,168.22	1,203.26	1,239.36	1,276.54
	Services Grade 2	947.00	982.51	Level 3 - General	1,050.91	1,082.44	1,114.91	1,148.36
Aged Care Employee Level 3	ECA Grade 2	1,130.90	1,173.31	Level 2 - Direct Carer (transitioned from level 3)	1,173.31	1,208.51	1,244.76	1,282.11
	Services Grade 3	983.40	1,020.28	Level 3 - General	1,051.06	1,082.59	1,115.07	1,148.52
	Administration 1A	983.40	1,020.28	Level 3 - General	1,051.06	1,082.59	1,115.07	1,148.52
	Administration 1B	983.40	1,020.28	Level 3 - General	1,051.06	1,082.59	1,115.07	1,148.52
	Administration 2A	987.44	1,024.47	Level 3 - General	1,055.25	1,086.91	1,119.51	1,153.10
	Administration 2B	1,006.74	1,044.49	Level 3 - General	1,075.27	1,107.53	1,140.76	1,174.98
	Administration 3A	1,030.55	1,069.20	Level 3 - General	1,099.98	1,132.97	1,166.96	1,201.97
	Administration 3B	1,046.36	1,085.60	Level 3 - General	1,116.38	1,149.87	1,184.37	1,219.90
Aged Care Employee Level 4	ECA Grade 3	1,144.20	1,187.11	Level 3 - Qualified	1,221.69	1,258.34	1,296.09	1,334.97
	Services Grade 4	1,007.61	1,045.40	Level 4 - General	1,076.56	1,108.85	1,142.12	1,176.38
	Services Grade 4 - Head Chef/Cook	1,152.12	1,195.32			1,231.18	1,268.12	1,306.16
	Administration 4	1,070.00	1,110.13	Level 4 - General	1,141.29	1,175.52	1,210.79	1,247.11
	Administration 5	1,105.98	1,147.45	Level 4 - General	1,178.61	1,213.97	1,250.39	1,287.90
	Administration 6	1,145.59	1,188.55	Level 4 - General	1,219.71	1,256.30	1,293.99	1,332.81
Aged Care Employee Level 5	ECA Grade 4	1,183.00	1,227.36	Level 5 - Specialist (without Cert IV)	1,253.96 1,299.18	1,291.58 1,338.16	1,330.33 1,378.30	1,370.24 1,419.65
	ECA Grade 4	1,183.00	1,227.36	Level 5 - Specialist (with Cert IV)	1,299.18	1,338.16	1,378.30	1,419.65
	Services Grade 5	1,070.00	1,110.13	Level 5 - General	1,142.05	1,176.31	1,211.60	1,247.94
	Services Grade 5 - Head Chef/Cook	1,219.57	1,265.30			1,303.26	1,342.36	1,382.63
Aged Care Employee Level 6	Services Grade 6	1,105.98	1,147.45	Level 6 - General	1,181.27	1,216.71	1,253.21	1,290.81
	Services Grade 6 - Head Chef/Cook	1,263.73	1,311.12			1,350.45	1,390.97	1,432.70
Aged Care Employee Level 7	ECA Grade 5	1,269.10	1,316.69	Level 6 - Team Leader	1,363.81	1,404.73	1,446.87	1,490.27
	Services Grade 7	1,145.59	1,188.55	Level 7 - General	1,222.75	1,259.43	1,297.22	1,336.13
	Services Grade 7 - Head Chef/Cook	1,306.06	1,355.04			1,395.69	1,437.56	1,480.69
	Services Grade 8	1,185.05	1,229.49	Level 7 - General	1,263.69	1,301.60	1,340.65	1,380.87
	Services Grade 8 - Head Chef/Cook	1,345.52	1,395.98			1,437.86	1,480.99	1,525.42
	Administration 7	1,224.50	1,270.42	Level 7 - General	1,304.62	1,343.76	1,384.07	1,425.59

# respect

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RESPECT GROUP  
LIMITED  
TASMANIA ENTERPRISE  
AGREEMENT 2024

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## Part 1 - Application and Operation of this Agreement

### 1 Name of the Agreement

The Agreement shall be known as the Respect Group Limited Tasmania Enterprise Agreement 2024.

### 2 Definitions

(a) In this Agreement, unless contrary intention appears:

- (i) **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (ii) **ADO** means accrued day off.
- (iii) **Aged Care Employees** means Employees employed in the Aged Care Classification Stream set out in this Agreement.
- (iv) **AHPRA** means the Australian Health Practitioner Regulation Authority.
- (v) **Agreement** means Respect Group Limited Tasmania Enterprise Agreement 2024.
- (vi) **Continuous service** has the meaning given to it by the Act.
- (vii) **Day Work Employee** means an Employee whose ordinary hours are worked between 6.00am to 6.00pm, on the days Monday to Friday inclusive.
- (viii) **Employee(s)** means the employees employed by the Employer in Tasmania who fall within the classifications set out in this Agreement.
- (ix) **Excluded Employee(s)** means Registered Nurses Level 5 employees and any home care services employees employed by the Employer in Tasmania.
- (x) **Employer** means Respect Group Limited (A.B.N. 74121263545).
- (xi) **Family and domestic violence** means violent, threatening or other abusive behaviour by a close relative of an employee (being a member of the employee's Immediate Family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules per the NES), a member of an employee's household, or a current or former intimate partner of an employee, that:
  - (1) seeks to coerce or control the Employee; and
  - (2) causes the employee harm or to be fearful.
- (xii) **FWC** means Fair Work Commission, the statutory body established under the Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
- (xiii) **Immediate Family** means:
  - (1) the spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of an Employee; or
  - (2) the child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of an Employee.
  - (3) For the purposes of this term

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- (A) de facto partner of an Employee 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);
- (B) Child includes someone who is a child of the person within the meaning of the *Family Law Act 1975*; and includes an adopted child or step-child of the person. It does not matter whether the child is an adult.
- (xiv) **Long Service Leave Act** means the *Long Service Leave Act 1976* (Tas) as amended from time to time.
- (xv) **NES** means the National Employment Standards as set out in the Act.
- (xvi) **Nursing Employees** means Employees employed in the Nursing Employees Classification Stream set out in this Agreement.
- (xvii) **Ordinary Rate of Pay** means the base hourly rate of pay payable to an Employee for their ordinary hours of work, but does not include any incentive-based payments and bonuses; loadings (including casual loadings); monetary allowances; overtime or penalty rates; or, any other separately identifiable amount. The ordinary rate of pay is calculated by dividing the appropriate ordinary weekly rate of pay under this Agreement by 38.
- (xviii) **Ordinary Time Earnings** has the meaning given to it by section 6(1) of the *Superannuation Guarantee (Administration) Act 1993* (Cth) as amended from time to time.
- (xix) **Projected Roster** means an employee's normal roster for the period of leave.
- (xx) **Redundancy** occurs where the Employer decides that it no longer wishes the job an Employee has been doing to be done by anyone (except where this is due to the ordinary and customary turnover of labour) and that decision leads to the termination of an Employee's employment (**Redundant** has a corresponding meaning).
- (xxi) **Redundancy Pay** means the redundancy pay set out in clause 40.
- (xxii) **Shift Work Employee**, (excluding for the purposes of additional annual leave under the Agreement) means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of a Day Worker.
- (xxiii) **Superannuation Law** means any requirement under the Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993, Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994, Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation, regulations or ordinances that govern the imposition of the superannuation guarantee charge.
- (xxiv) **Unions** means Health Services Union - Tasmania Branch operating as the Health and Community Services Union (**HACSU**) and/or Australian Nursing and Midwifery Federation - Tasmanian Branch (**ANMF**).

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- (xxv) **Year of Service** shall mean 1976 hours of actual service with the Employer including public holidays, and other approved paid leave.

(b) **Interpretation**

In this Agreement, headings are inserted for convenience only and do not affect the interpretation of this Agreement, and unless the context otherwise requires:

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing a gender include the other genders;
- (iii) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (iv) 'including' and similar words or expressions are not words of limitation.

### **3 Coverage**

(a) This Agreement covers:

- (i) the Employer with regard to its residential aged care operations in Tasmania, including any additional facilities which may be acquired by Respect Group Limited or which may open for trading during the term of this Agreement, subject to the transfer of business provisions of the Act ; and
- (ii) the Employees (other than Excluded Employees) employed as at or after the date this Agreement comes into operation; and
- (iii) subject to section 183 of the Act:
  - (1) the ANMF; and
  - (2) HACSU.

### **4 Scope**

- (a) This Agreement constitutes the entire agreement between the Employer and the Employees in relation to collectively applicable terms of employment with the Employer.

### **5 Relationship to the NES**

- (a) This Agreement contains terms that are also NES matters. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s. 55 of the Act specifically:
- (i) the Agreement applies subject to the Act and does not exclude the NES;
  - (ii) where the Agreement provides for terms also provided for in the NES, the Agreement terms apply to the extent that they are:
    - (1) incidental to the operation of the NES;
    - (2) supplementary to, or more beneficial than, the terms set out in the NES.

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**6 Date and Period of Operation**

- (a) This Agreement will commence operating from seven days after it is approved by the FWC and will have a nominal expiry date of 1 July 2027 (NED).
- (b) The Agreement will continue to operate after its NED unless it is terminated or replaced in accordance with the Act.

**7 Noticeboards**

- (a) The Employer shall provide a noticeboard of reasonable dimensions in a prominent position in the establishment upon which union representatives shall be permitted to post union notices.

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## Part 2 – The Employment Relationship

### 8 Employment status

#### (a) Types of employment

- (i) Employees may be employed in any one of the following:
  - (1) Full time;
  - (2) Part time; or
  - (3) Casual.
- (ii) At the time of engagement, the Employer will inform each Employee in writing of the capacity in which they are employed, classification, position title, whether they are employed as a day work employee or shiftwork employee, and name and details of the applicable industrial instrument.

#### (b) Full Time Employees

- (i) Full Time Employee is an Employee engaged to work 76 ordinary hours per fortnight, or an average of 38 hours per week for a period not exceeding 4 weeks with the accrual of an Accrued Day Off.

#### (c) Part Time Employee

- (i) A part time Employee is an Employee who:
  - (1) works less ordinary hours than the full time ordinary hours per subclause (b); and
  - (2) has reasonably predictable hours of work.
- (ii) Part Time Employees
  - (1) Before commencing employment, the Employer and the part-time Employee will agree in writing on:
    - (A) the number of hours of work which is guaranteed to be provided and paid to the Employee each fortnight (**the guaranteed hours**); and
    - (B) the days of the week the employee will work and the starting and finishing times each day; and
  - (2) Notwithstanding clause 22 – Overtime, a part time Employee may agree to work in excess of their rostered ordinary hours and will be paid at the Ordinary Rate of Pay for such additional hours, provided that all time worked by a part-time Employee which exceeds the maximum number of hours per shift provided for in Clause 17(c) will be paid at the applicable overtime penalty rate. The overtime penalty rates are applied to the Ordinary Rate of Pay.
  - (3) A part-time Aged Care Employee will not be directed to work in excess of their rostered ordinary hours at the Ordinary Rate of Pay. Where the part-time Employee is directed by the Employer to work in excess of their rostered ordinary hours (**Additional Hours**) the Employee will be paid in accordance with clause 22 – Overtime, for such Additional Hours.

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- (4) The agreement made pursuant to subclause (1) may subsequently be varied by agreement between the Employer and Employee in writing. Any such agreement may be ongoing or for a specified period of time.
  - (iii) Unless otherwise indicated or required by the context, the terms of this Agreement shall apply on a pro rata basis to part time employees on the basis that the ordinary fortnightly hours for a full time employee is 76.
  - (iv) Minimum work provided
    - (1) Excepting where an Employee is required to attend compulsory paid training or a compulsory meeting as required by the Employer, part time Employees will be provided with a minimum of two (2) continuous hours work or, alternatively, paid for a minimum of two (2) hours on each occasion they are required to attend for work.
  - (v) Review of Contracted Hours
    - (1) Where a part time Employee works a regular shift or shifts (on a consistent and systematic basis) above their normal contracted hours of work, if the Employer is in a position to provide these hours on a permanent basis to the part time Employee, then the part time employees minimum number of hours of work shall be renegotiated. This shall occur in accordance with the Employer's recruitment policy, and shall only occur with the Employer's agreement.
  - (d) Casual Employees
    - (i) The definition of a Casual Employee is set out in the NES.
    - (ii) Casual Employees will be paid for each ordinary hour worked at the applicable Ordinary Rate of Pay for the classification in which they are employed, plus a casual loading of 25%. Casual Employees are paid a casual loading in compensation for not having entitlements under the NES and this Agreement to paid annual leave, paid personal leave, paid compassionate leave, payment for public holidays not worked, payment in lieu of notice of termination and redundancy pay. A casual Employee is not entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise.
    - (iii) Minimum Engagement
      - (1) Excepting where an Employee is required to attend compulsory paid training or a compulsory meeting as required by the Employer, a casual employee must be paid for a minimum of two (2) hours work on each occasion they attend work.
    - (iv) Ordinary Penalty Rates and Shift Penalties
      - (1) Casual employees are entitled to be paid afternoon and night shift penalties and penalty rates for working Saturday, Sunday and Public Holidays, to be applied to the Ordinary Rate of Pay applicable to a full time employee, with the applicable casual loading being applied separately (i.e. a penalty rate shall not be applied to the loaded casual rate of pay).
    - (v) Notice for Cancellation

- 
- (1) A casual employee who has their shift cancelled by the Employer with less than 12 hours' notice (or 6 hours prior to the commencement of an afternoon or night shift) and who has incurred child care fees as a result, shall on presentation of receipts to the Employer, be entitled to a full reimbursement of these child care costs provided that the claim for reimbursement must be made to the Employer within 2 pay fortnights of incurring the loss. Reimbursement shall only occur where the cancelled arrangements don't form a part of the employee's normal childcare arrangements and where the provider is an accredited childcare provider.

PROVIDED THAT where the minimum notice as described in subclause (1) is not given the employee shall be entitled to two (2) hours pay.

(vi) Casual Conversion

- (1) Arrangements and obligations pertaining to casual conversion are set out in the NES.

## **9 Recognition of Service and Experience**

- (a) Upon commencement of employment, an employee has three months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. At the commencement of employment, the employer shall in writing, make employees aware of this subclause and its effect
- (b) Until such time as the employee provides any such documentation as per sub-clause (a), the Employer shall pay the employee at the level for which evidence has been provided.
- (c) If within three months of commencing employment, an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Employer shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three months, the employee shall be paid at the appropriate rate from the date of providing that evidence to the Employer.

## **10 Accelerated Advancement**

(a) Entitlement

- (i) Subject to subclause (a)(ii), a Registered Nurse - Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the AHPRA, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:
- (1) a UG1 degree in nursing; or

- 
- (2) registration in another branch of nursing or on another nursing register maintained by AHPRA where the employee is working in a particular practice setting which required the additional registration; or,
    - (3) successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.
  - (ii) Registered Nurse - Level 1 who has been advanced once in accordance with subclause (a)(i) shall not be entitled to further advancement under this clause.
  - (b) Translation arrangements for accelerated advancement
    - (i) A Registered Nurse - Level 1 who meets the criteria of the above clause shall be entitled to immediate accelerated advancement in accordance with the above clause.
    - (ii) Existing incremental dates shall not be affected by progression in accordance with the above clause.
  - (c) Enrolled Nurse Upgrade to Registered Nurse
    - (i) In recognition of the need to retain staff within the Aged Care sector, an Enrolled Nurse who completes a period of study that entitles them to seek registration with the AHPRA shall, if they wish to continue with the Employer, be transferred to a position as a Registered Nurse within the facility, where such position is available and where the employee is suitable for the position.
    - (ii) An Enrolled Nurse commencing as a Registered Nurse shall be paid as a Registered Nurse Level 1 - Year 3 for their first year of service.

#### **11 Salary Re-entry (Enrolled Nurses)**

- (a) Enrolled Nurses undertaking the re-entry to practice course shall be paid as an *Enrolled Nurse – Year 1* during their course clinical time.
- (b) An Enrolled Nurse shall be paid as an *Enrolled Nurse – Year 2* following the re-entry to practice course.

#### **12 Salary Re-entry (Registered Nurse)**

- (a) Registered Nurses undertaking the re-entry to practice course shall be paid at *Registered Nurse level 1 – Year 1* during their course clinical time.
- (b) A Registered Nurse shall be paid as a *Registered Nurse level 1 – Year 2* for the first year of service as a full-time employee (or the equivalent hours worked by a part time employee); or two (2) years, whichever comes first.
- (c) Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience – statement of service, group certificates, etc.



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## **Part 3 – Wages and Related Matters**

### **13 Ordinary Rates of Pay**

- (a) Employees will be paid at the Ordinary Rates of Pay, per the prescribed dates of effect, set out in Annexure A of this Agreement, (as applicable to a particular Employee).
- (b) Wage increases
  - (i) The Ordinary Rates of Pay, as increased, are as set out in Annexure A of this Agreement.
  - (ii) Any further wage increases shall be at the discretion of the Employer unless the Ordinary Rates of Pay fall below the applicable minimum rates of pay in the relevant modern award.
- (c) Work Value Stage 3 Decision
  - (i) The operative dates (including the possibility of phasing in) of the increases to the Stage 3 Classifications have been determined as being
    - (1) 1 January 2025 (all indirect workers increase and a percentage of direct care worker (PCW and Leisure and Lifestyle Assistants) increases;
    - (2) 1 October 2025 (the remainder of the direct care worker increases).
  - (ii) The Commonwealth Government has committed to fully fund the increase for providers in the sector in relation to work value matters.
  - (iii) In terms of next steps, the parties understand that:
    - (1) the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision; and
    - (2) the Commission will determine the classification structure and rates for aged care nurses which will provide further increases to rates of pay for in the Nurses Award.
  - (iv) Accordingly, Respect:
    - (1) will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government, including with respect to the operative timing of those increases; and
    - (2) in doing so, will maintain the quantum and timing of the wage increases at clause (a) of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause (b).

### **14 Payment of Wages**

- (a) Wages are to be paid fortnightly, by way of electronic funds transfer into the Employee's nominated bank or financial institution account.
- (b) The Employer will not be in breach of its obligations, and will not be held liable, where the Employer's ability to comply with the requirements of subclause (a) is prevented by reason of an event outside the control of the Employer, including delay caused by bank error or a public holiday. In circumstances where payment of wages is delayed due to

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reasons beyond the control of the Employer, the Employer shall do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the Employer that the employee's pay will be delayed.

- (c) Other than in the circumstance prescribed by Cl. 14(b) an employee kept waiting for payment beyond the employee's normal fortnightly pay day shall be paid waiting time at the rates prescribed in the overtime clause in this Agreement for all time so waiting for his or her pay PROVIDED an employee shall not receive more than 8 hours pay at the rate prescribed in this subclause in any 24 hour period.
- (d) Employer to Provide a Statement of Wages
- (e) The Employer provide Employees with payslips in accordance with the Act and Fair Work Regulations 2009 (Cth).
- (f) Pay Day on a Public Holiday
  - (i) Wages must be paid one day early when the normal pay day falls on a Public holiday.

## **15 Superannuation**

- (a) Compulsory superannuation contributions
  - (i) The Employer will make superannuation contributions for the benefit of each Employee to a compliant superannuation fund nominated by an Employee at the minimum contribution calculated in accordance with the superannuation guarantee charge under the Superannuation Law of Ordinary Time Earnings with respect to that Employee.
  - (ii) In the absence of a complying nomination in accordance with (a)(i), or a stapled fund per Superannuation Law, contributions under clause 15(a)(i) will be made to Health Employees Superannuation Trust of Australia (HESTA), subject to its trust deed dated 23 July 1987, as amended from time to time (**Default Fund**). The Default Fund offers a MySuper product.
  - (iii) Contributions will be forwarded to the fund each month by the Employer.
- (b) Salary sacrifice of superannuation
  - (i) The Employer may make contributions to an Employee's nominated superannuation fund over and above any contributions required by clause 15(a) in accordance with a valid written salary sacrifice agreement between the Employer and the relevant Employee in the form determined by the Employer from time to time and in accordance with any relevant policy that may be established by the Employer from time to time.
  - (ii) Where an Employer makes contributions to the Employee's nominated superannuation fund on behalf of the relevant Employee in accordance with clause 15(b)(i), any contributions required by clause 15(a) shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under clause 15(b)(i).

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## **16 Salary Packaging**

- (a) The rates of pay specified in this Agreement may be packaged in accordance with the Employer's salary packaging program. The salary packaging program shall be administered by a salary packaging provider as selected by the Employer.
- (b) The Employer agrees to permit all staff covered by this Agreement, who elect to do so with the external packaging provider, convert their gross remuneration to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
  - (i) overtime and shift penalties must be calculated on the Agreement rate of pay which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this Agreement;
  - (ii) non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to annual or other leave with pay;
  - (iii) superannuation payments required to be paid to an Industry Superannuation Fund of the employees choice under Superannuation Law as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
  - (iv) annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place; and
  - (v) employees who have entered into salary packaging may alter their salary packaging
  - (vi) arrangements or withdraw from salary packaging by notifying the salary packaging provider.
- (d) The salary packaging provider shall then notify the Employer on the arrangements that shall apply to each individual employee.
- (e) No employee, as a result of salary packaging, shall receive less, in wages and benefit, than currently provided for in this Agreement, or provided for by any over Agreement payment previously agreed between the Employer and the employee and in place at the time of the agreement taking effect.
- (f) Employees who elect to salary package should be aware of the following:
  - (i) that there is no compulsion for any employee to participate in salary packaging;
  - (ii) that all conditions contained in this Agreement, other than salary packaging as provided for in this Agreement will continue to apply;
  - (iii) that the structure of any agreed package complies with taxation and other relevant laws;
  - (iv) that they should consult with a financial adviser prior to electing to salary package;
  - (v) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the

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- (vi) employee must give one months' notice and the Employer must give three months' notice,
  - (vii) except in circumstances in which an employee ceases to be employed by the Employer; and
  - (viii) that in the event that the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and individual employee's wages will revert to those specified in this Agreement.
- (g) Salary packaging for all employees shall only be entered into by the Employer as provided for by this Agreement.

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## Part 4 – Hours of Work and Rostering

### 17 Hours of work

#### (a) Ordinary hours of work

- (i) Ordinary hours of work shall be arranged by the Employer to meet the operational requirements of the business. The ordinary hours of an Employee:
  - (1) will not exceed 76 hours in a two-week period (or, if otherwise agreed, an average of no more than 38 hours per week for a period not exceeding 4 weeks for an Employee accruing an ADO).
  - (2) will not exceed the maximum hours per shift prescribed by subclause 17(c) exclusive of unpaid meal breaks.
  - (3) subject to Broken Shift provisions in the Agreement, will be worked continuously on any day or shift (excluding any unpaid meal break provided for by this Agreement).
  - (4) in the case of a Day Worker, will not be worked on a weekend or before 6.00am or after 6.00pm on any day, Monday to Friday.

#### (b) Minimum hours per shift

- (i) The minimum number of ordinary hours per shift is two hours.
- (ii) Where an Employee is required to attend compulsory paid training or a compulsory meeting as required by the Employer, the minimum number of hours will be one hour per occasion.

#### (c) Maximum hours per shift

- (i) The maximum number of ordinary hours per shift, is 8 hours. By mutual agreement between the Employer and the Employee, the maximum number of ordinary hours per shift may be extended to up to 10 hours.
- (ii) Where there is mutual agreement to extend an ordinary shift of less than 10 hours duration, to 10 ordinary hours, any hours worked in excess of 10 hours shall be paid at the applicable overtime penalty rate.

#### (d) Breaks between shifts

- (i) The normal break between regularly rostered shifts is 9 hours. However, the Employer and an Employee may agree to a minimum break of eight hours between ordinary rostered shifts (other than broken shifts) on successive days.

#### (e) Broken shifts (Aged Care Employees only)

- (i) For the purposes of this clause 17, a **broken shift** means a shift worked by an Aged Care Employee that includes breaks (other than a meal break) as set out in this clause 17(d)(i).
- (ii) The maximum spread of hours for a broken shift is 12 hours.
- (iii) The total hours worked on a broken shift will not exceed eight hours over two duty periods, with a minimum of three hours and a maximum of five hours, in any single duty period.

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- (iv) Broken duty shifts must only be worked where there is mutual agreement between the Employer and the Employee.
  - (v) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
  - (f) Days Off in a Roster Cycle
    - (i) Employees will be entitled to not less than the following number of days, free from ordinary duty:
      - (1) eight full days in each four-week period;
      - (2) four full days in each two-week period; or
      - (3) two full days in each week.
    - (ii) Where reasonably practicable, rostered days off will be arranged to afford two (2) consecutive days off, unless otherwise agreed.

## **18 Accrued days off**

- (a) Implementation
  - (i) The Employer shall structure the 76 hour working fortnight with regard to the occupation of the employee and operational requirements of the facility in which the employee is based.
  - (ii) Where practicable, the Employer will endeavour to implement the 76 hour fortnight in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).
  - (iii) However, where the Employer encounters operational difficulties in implementation of the 19 day month, discussion may take place with employees on an alternative method of implementation.
- (b) Accrued Days Off
  - (i) Where part of an employees structured hours, accrued days off must be rostered to fall on a day of the week other than a Saturday or Sunday. The Employer will endeavour to ensure that the accrued day off (ADO) is rostered to fall either the day immediately before or immediately after rostered days off.
- (c) Effect of Absences on Accrued Days Off
  - (i) The effect of absences on an ADO is set out below:
    - (1) where an employee is absent on leave without pay, 24 minutes for each day of absence should be deducted from the ADO.
    - (2) days of paid absence on public holidays and compassionate leave will count toward the ADO on full pay.
    - (3) where an ADO falls on a public holiday a substituted accrued day off should be taken as soon as possible.
    - (4) public holidays taken accrue towards an ADO
    - (5) where an employee is absent on paid leave, 8 hours shall be deducted from the employee's leave accrual with 7.6 being paid to the employee and 24 minutes being credited towards the ADO.

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## **19 Rosters**

- (a) Rostering is subject to the service delivery needs of each of the Employer's facilities. The Employer will post a fortnightly roster at least 14 days prior to the commencement of each roster period.
- (b) Once published, the Employer may alter an Employee's rostered ordinary hours:
  - (i) by mutual agreement between the Employer and the Employee; or
  - (ii) to enable the functions of the Employer to be carried out where another Employee is absent from work due personal/ carer's leave, compassionate leave, family and domestic violence leave, or in an emergency.
- (c) In circumstances outside those set out at clause (b), where the Employer requires a change of roster, 7 days' notice of the change will be given by the Employer to the Employee. Provided that, where such alteration to a roster requires an Employee to work on a day that would have been the Employee's day off, the day off instead will be mutually arranged.
- (d) Where the Employer requires an Employee, without seven days' notice and outside the excepted circumstances prescribed in subclause (b) above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid two weeks' pay in lieu of notice, in accordance with the employee's previous roster.
- (e) Nothing in this clause prevents the Employer from reasonably requiring an Employee to work overtime in addition to rostered ordinary hours.
- (f) For the avoidance of doubt, any additional ordinary hours of work requested by the Employee will be paid at the Ordinary Rate of Pay, together with any applicable shift or weekend penalty rate, subject to the provisions of this Agreement.

## **20 Higher grade duties**

- (a) Where an Aged Care Employee is required (and approved) by the Employer to perform the duties of a higher classification level, the Employee will be entitled to payment at the wage rate for the higher classification for:
  - (i) the time so worked for two hours or less on a shift; or
  - (ii) full shift where the time so worked exceeds two hours.
- (b) Excepting in circumstances where the in-charge allowance is payable per clause 21 of this Agreement, where a Nursing Employee is required to perform the duties of a higher classification level, the Employee will be paid at the higher classification rate, provided the period is for three (3) days or more.

## **21 In Charge Allowance**

- (a) Where a Registered Nurse is required by the Employer to be in-charge of the facility (including all areas of the facility including catering and domestic services and care staff), such Employee will be paid the in-charge allowance. The in-charge allowance will be paid on a per shift basis, as provided below.

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## 22 Overtime

### (a) Overtime hours

- (i) The Employer may require any employee to work reasonable overtime. No overtime will be worked without prior approval from the General Manager, Care Manager or designated supervisor on shift.
- (ii) For the purposes of this Agreement, overtime means work that is performed:
  - (1) in excess of the ordinary hours specified in clause 17(a);
  - (2) by a Full-Time Employee, in excess of the Employee's rostered ordinary hours of work on any one shift or day;
  - (3) by a Part-Time Nursing Employee, in excess of the rostered daily ordinary full-time hours – subject to clause 8(c)(ii)(2);
  - (4) by a Part-Time Aged Care Employee, in excess of the maximum hours per shift set out at clause 17(c) – subject to clause 8(c)(ii)(2); or
  - (5) by a Casual Employee, in excess of the maximum hours per shift set out at clause 17(c);
  - (6) by a Day Worker, outside the span of ordinary hours specified in clause 17(a)(i)(4).
- (iii) An Employee will only be paid for one period of overtime, even if the overtime the Employee works could be classified as one or more of the periods of overtime set out in clause 22(a) above.

### (b) Calculation of Overtime

- (i) The allowances prescribed in this Agreement are not taken into consideration when calculating overtime, other than the In- Charge Allowance and Post Graduate Allowance for Nursing Employees.
- (ii) Approved overtime for Employees (excluding casual Employees) will be paid as follows:

- (1) Overtime worked by a Full-time or Part time Day Worker on:

Monday to Saturday	will be paid at the 150% of the Ordinary Rate of Pay for the first 2 hours and the 200% of the Ordinary Rate of Pay thereafter
Sunday	will be paid at the 200% of the Ordinary Rate of Pay
Public Holiday	will be paid at the 250% of the Ordinary Rate of Pay

- (2) Overtime worked by a Full-time or Part time Shift Worker on:

Monday to Sunday	will be paid at the 200% of the Ordinary Rate of Pay
Public Holiday	will be paid at the 250% of the Ordinary Rate of Pay



- (iii) Approved overtime for casual Employees (in lieu of the casual loading) will be paid as follows:

- (1) Overtime worked by a Nursing Employee on:

Monday Saturday	to will be paid at the 187.5% of the Ordinary Rate of Pay for the first 2 hours and the 250% of the Ordinary Rate of Pay thereafter
Sunday	will be paid at the 250% of the Ordinary Rate of Pay
Public Holiday	will be paid at the 312.5% of the Ordinary Rate of Pay

- (2) Overtime worked by an Aged Care Employee on:

Monday Friday	to will be paid at the 187.5% of the Ordinary Rate of Pay for the first 2 hours and the 250% of the Ordinary Rate of Pay thereafter;
Saturday	will be paid at the 250% of the Ordinary Rate of Pay, excepting:  where such overtime is performed by working in excess of 10 hours on any one day or shift, it will be paid at the 187.5% of the Ordinary Rate of Pay for the first 2 hours and the 250% of the Ordinary Rate of Pay thereafter.
Sunday	will be paid at the 250% of the Ordinary Rate of Pay
Public Holiday	will be paid at the 312.5% of the Ordinary Rate of Pay

- (iv) Overtime rates in this clause are in substitution for and not cumulative upon shift and weekend penalties prescribed in clause 23 of this Agreement.

(c) Rest period after Overtime

- (i) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (ii) Employees (other than a casual employee) who work so much overtime that they do not have at least eight consecutive hours off before commencing their ordinary work the next day must be:
- (1) released after completion of such overtime until he/she has had eight consecutive hours off duty; and
- (2) be paid for ordinary working time occurring during such an absence.
- (iii) If on the instructions of the Employer, employees resume or continue work without having had eight consecutive hours off duty they must:
- (1) be paid at 200% of the Ordinary Rate of Pay until released from duty for eight consecutive hours; and

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- (2) be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (d) Meals and Overtime
    - (i) 20-minute Meal Break
      - (1) An employee shall be allowed a meal break of 20 minutes before starting overtime. The employee will be paid at ordinary rates for the meal break. This provision does not apply if: the period of overtime is one and a half hours or less.
    - (ii) Varying Meal Breaks
      - (1) The Employer and an employee may agree to different meal break provisions to meet the circumstances of the work in hand. However, no employee will be required to work more than five hours without a break for a meal.
    - (iii) Provision of a Meal
      - (1) An employee required to work for more than one hour after their usual finishing time of work will be:
        - (A) supplied with a meal by the Employer; or
        - (B) paid a meal allowance as below:
      - (2) If the overtime continues beyond four hours, an employee will be supplied with an additional meal or paid an additional meal allowance.
  - (e) On-Call/Re-Call Arrangements
    - (i) The following clause applies to maintenance/handyperson and gardening employees only and excludes all others.
    - (ii) Except where otherwise specifically provided, an employee recalled to work after leaving the Employer's workplace (whether notified before or after leaving such workplace) shall be paid at the overtime rate in accordance with this Clause or time in lieu by agreement with the Employer.
    - (iii) Where an employee is recalled to work in accordance with subclause (a) hereof and the payment at overtime rates in accordance with this Clause does not equal or exceed 4 hours pay, then the employee shall be paid 4 hours pay or 4 hours time in lieu by agreement with the Employer.
    - (iv) Where an employee is recalled to work a second time, and such recall is within the hours for which payment is already due under paragraph (b) hereof, the time worked in the first and second recall shall be combined for the purpose of calculating payment or time in lieu and shall be calculated in accordance with paragraph (b) hereof.
    - (v) Where an employee is recalled to work a second time, and such recall is outside the hours for which payment is already due under paragraph (b) hereof, the employee shall be paid at overtime rates in accordance with this Clause or time in lieu by agreement with the Employer.

- (vi) Provided that where such payment does not equal or exceed 3 hours pay, then the employee shall be paid 3 hours pay or 3 hours time in lieu by agreement with the Employer.
- (vii) Where an employee is recalled to work a third or subsequent time, the employee shall be paid at overtime rates in accordance with this Clause or time in lieu by agreement with the Employer.
- (viii) Provided that where such payment does not equal or exceed 3 hours pay, then the employee shall be paid 3 hours pay or 3 hours time in lieu by agreement with the Employer.
- (ix) Time reasonably spent in getting to and from work shall be regarded as time worked.
- (x) An employee who is recalled to work within two hours of his/her normal starting time shall be paid at overtime rates in accordance with this Clause or time in lieu by agreement with the Employer.
- (xi) Provided that where such payment does not equal or exceed 4 hours pay, then the employee shall be paid 4 hours pay or 4 hours time in lieu by agreement with the Employer.

## 23 Penalty rates

### (a) Shift penalties

- (i) In addition to the Ordinary Rate of Pay for a shift, where an Employee's ordinary shift:

(1)	terminates between the hours of 7.00pm and midnight, the Employee will be paid a penalty rate of 15% of the Ordinary Rate of Pay.	<b>Afternoon Shift – Aged Care Employees</b>
(2)	terminates between the hours of 6.00pm and midnight, the Employee will be paid a penalty rate of 15% of the Ordinary Rate of Pay.	<b>Afternoon Shift – Nursing Employees</b>
(3)	terminates between the hours of midnight and 8am the following day, the Employee will be paid a penalty rate of 17.5% of the Ordinary Rate of Pay.	<b>Night Shift</b>

- (ii) The provisions of this clause do not apply to shiftwork performed by an Employee on a Saturday, Sunday or Public Holiday, where payments are prescribed in accordance with clause 23(b) and clause 38 of this Agreement.

### (b) Weekend penalties - Majority Shift Rules:

- (i) Where the Employee is rostered to work ordinary hours:

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- (1) the major portion of which falls on a Saturday – the Employee will be paid at the rate of 150% of the Ordinary Rate of Pay for the hours worked for the entire rostered shift.
    - (2) the major portion of which falls on a Sunday – the Employee will be paid at the rate of 200% of the Ordinary Rate of Pay for the hours worked for the entire rostered shift.
  - (ii) A casual Employee (in lieu of the rates set out above at subclauses (b)(i)(1) and (b)(i)(2) and the casual loading) will be paid for rostered ordinary hours of work:
    - (1) the major portion of which falls on a Saturday – the Employee will be paid at the rate of 175% of the Ordinary Rate of Pay for the hours worked for the entire rostered shift.
    - (2) the major portion of which falls on a Sunday – the Employee will be paid at the rate of 225% of the Ordinary Rate of Pay for the hours worked for the entire rostered shift.

Provided that when work commences between 11.00pm and midnight on

- (3) a Sunday and extending into the Monday employees will not be entitled to a Sunday rate for the shift; and
- (4) a Saturday and extending into the Sunday will be paid at the Sunday rate for the shift.
- (5) a Friday and extending into the Saturday will be paid at the Saturday rate for the shift.

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## 24 Allowances

### (a) Uniforms

- (i) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees, per the below:

Category/ Hours per fortnight	Uniform Items
<b>1-37 hours and all casual employees</b>	2 tops/1 bottom
<b>38-52 hours</b>	3 tops/ 2 bottoms
<b>53 – 76 hours</b>	4 tops/ 2 bottoms
<b>All</b>	1 cardigan, vest or jacket issued by the employer

- (ii) Where a maintenance employee is required, commensurate with appropriate personal protective equipment, to wear steel capped boots in the performance of their duties, the Employer will reimburse the Employee for the cost of purchasing such boots, except where the boots are provided by the Employer.

### (b) Foul and Nauseous linen allowance

- (i) Where an Aged Care Employee has notified the Employer, and received approval to engage in work:

- (1) handling linen of a nauseous nature, other than linen sealed in fit for purpose bags or containers, and/or
- (2) which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification,

the Employee will be paid an allowance as set out at Annexure A per hour or part thereof so engaged. Any Employee who is entitled to be paid the allowance will be paid a minimum sum set out at Annexure A for such work performed in any week.

### (c) Qualification allowance - Registered and Enrolled Nurses

- (i) A Registered Nurse, including an Enrolled Nurse, who holds a post-graduate hospital certificate or post graduate certificate shall be paid, in addition to their salary, the following amount:

- (1) 4.0% of the hourly rate of pay.

- (ii) A Registered Nurse, including an Enrolled Nurse, who holds a post graduate diploma or a degree (other than a nursing undergraduate degree) shall be paid, in addition to their salary, the following amount:

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- (1) 6.5% of the hourly rate of pay.
  - (iii) A Registered Nurse, who holds a Masters or Doctorate, shall be paid, in addition to their salary, the following amount:
    - (1) 7.5% of the hourly rate of pay.
  - (iv) The post graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

PLEASE NOTE only one post graduate qualification allowance for each employee is applicable. Also, it must be demonstrated that the qualification is relevant to the current area of practice and is being utilised.
  - (v) Payment of a qualification allowance is subject to the majority of the qualification being directly relevant to the Employee's employment. A relevant qualification is one that is applicable or transferable to the delivery of care to older people in residential aged care including, but not limited to:
    - (1) palliative care,
    - (2) dementia care,
    - (3) gerontology,
    - (4) psychogeriatric care,
    - (5) wound care and
    - (6) infection control care.
  - (vi) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse or Enrolled Nurse in respect of their base qualification leading to registration as a Registered Nurse or Enrolled Nurse.
- (d) Sewerage Allowance
- (i) Employees required to perform work involving the sewer and sewer pump, or repairing or correcting problems with toilets that contain faecal matter, will be entitled to an allowance (Rate A) as set out at Annexure A per occasion/occurrence, for work conducted during ordinary working hours and Rate B allowance per occasion for each call out necessitating work on the sewerage system. This allowance is in recognition of the nature of the work.
- (e) Where an Employee is engaged as a bus driver, or engaged in the duties of driving buses, and is directed by the Employer to drive vehicles in the course of employment, which require a special licence issued by the Department of Roads and Transport, Motor Registry, Licence Section, such Employees are entitled to the licence fee reimbursement. Upon presentation of their current special licence to the Employer, they shall be reimbursed the cost of the annual licence fee.
- (f) Vaccinations
- (i) The Employer shall provide all employees with access to Influenza vaccination, which shall be paid for by the Employer. Employees shall be offered Influenza vaccination each 12 month period. Individual employees are required to nominate their interest prior to the vaccination being ordered for that individual employee. Employees shall be advised of the venue, date and time to receive

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the vaccination prior to nominating their interest, in which the employee must be readily available.

- (ii) The Employer shall provide access to Hepatitis A and Hepatitis B vaccination, which shall be paid for by the Employer. This shall be provided to an employee with direct patient care on written application of the employee to the Employer, and shall be provided on a one-off basis only.
- (iii) If an employee has nominated their interest to receive a vaccination offered by the Employer and that vaccination has been ordered and is not used, then the employee shall be required to pay to the Employer an amount not exceeding the cost price of the vaccination which was ordered for that employee. Payment shall be made either by written agreement from the employee authorising the Employer to withhold the amount owing to the Employer from the employee's pay, otherwise the employee shall be invoiced for the same amount.

(g) Tool Allowance

The Employer provides Employees classified as Chefs and Cooks the tools necessary for the performance of their required duties.

(h) The wage related allowances, as adjusted, are set out at Annexure A.

**25 Orientation Shift Allowance**

(a) Orientation Shift Allowance

An Employee (excluding an administration employee) that is required by the Employer to orientate a new Employee shall receive the orientation shift allowance on a per hour basis, as set out at Annexure A, whilst acting in this role subject to appointment by the Employer. The allowance is provided for a maximum of three (3) shifts with the new Employee.

**26 Meal breaks and rest pauses**

(a) Meal Breaks for Day Work Employees

- (i) Day Work Employees who work in excess of five hours on any day shall receive an unpaid meal break of:
  - (1) not more than one hour; and
  - (2) not less than 30 minutes duration.
- (ii) The duration of the meal break may be altered by written agreement between the Employer and an individual employee.

(b) Disrupted Unpaid Meal Break

- (i) Employees on an unpaid meal break who are directed to work during their recognised meal break must be paid at one and a half times their relevant wage rate contained in this Agreement for:
  - (1) all work performed during such period; and
  - (2) until a meal break is allowed.

(c) Meal Breaks for Shiftwork Employees

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- (i) Shiftwork employees who work in excess of five hours on any day shall receive a paid meal break of 30 minutes. The meal break counts as time worked.
  - (ii) Employees will be allowed to extend their paid meal break so that the total period of the meal break does not exceed 60 minutes if:
    - (1) the Employer and an individual employee agree; and
    - (2) any extension of the meal break will be unpaid and not counted as time worked.
  - (d) **Rest Breaks**
    - (i) An employee who works 4 hours or more on any day shall be entitled to a 10 minute paid rest break.
    - (ii) An employee who works 7.6 hours or more on any day shall be entitled to two 10 minute paid rest breaks.
    - (iii) Rest breaks count as time worked.
    - (iv) Rest breaks are in addition to the applicable meal break as provided in subclause (a) or (b)

## **27 Annual leave**

- (a) Annual leave shall be in accordance with the NES. This clause applies to employees, other than casual employees.
- (b) **Entitlement to Annual Leave**

Employees are entitled to 4 weeks paid annual leave for each year of service with the Employer. Such leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (c) **Shiftworker – Additional Annual Leave**
  - (i) In addition to the paid annual leave entitlement set out at subclause (b), a shiftworker (as defined in subclause (c)(ii)) is entitled to an additional one week of annual leave for the purposes of the NES for each year of service on the same terms and conditions.
  - (ii) For the purposes of the NES and this clause, a shift worker is defined as an Employee who:
    - (1) **Nursing Employees**
      - (A) is required to work in accordance with the shiftwork arrangements of this Agreement; and, is required to work for more than four ordinary hours on 10 or more weekends during each 12 month period (from the anniversary date of the employee).
      - (B) Where a full time employee with 12 months continuous service is engaged for part of the 12 monthly period on a shiftwork roster as detailed above, their annual leave will be increased by 6.33 hours for each two months they are continuously engaged on such roster. A part time employee's entitlement shall be calculated on a pro rata basis to that of a full time employee.



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- (2) Aged Care Employees
      - (A) is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker; and/or, is required to work for more than four ordinary hours on 10 or more weekends during each 12 month period (from the anniversary date of the employee).
  - (d) Taking of Annual Leave
    - (i) Subject to clause (g), the taking of annual leave will be at a time or times as agreed between the Employer and an Employee. An Employee is required to complete a leave request form and seek approval from the Employer. Except in exceptional circumstances, an Employee is required to provide the Employer with at least four (4) weeks' notice of their intent to take annual leave.
    - (ii) An Employee has the right to take their annual leave in one block of 28 consecutive days.
  - (e) Single Day Annual Leave Absences
    - (i) Notwithstanding provisions elsewhere in this Agreement, an Employee may elect to take single day annual leave absences, provided that approval must be obtained by the Employer, and provided that:
      - (1) Single day absences do not exceed a total of five (5) days in any calendar year at a time or times agreed between the Employer and Employee.
    - (ii) The Employer shall keep records of single day annual leave absences taken by employees.
  - (f) Annual Leave Loading
    - (i) For the period of annual leave in addition to their Ordinary Rate of Pay:
      - (1) an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their Ordinary Rate of Pay;
      - (2) a shiftworker will be paid the higher of:
        - (A) an annual leave loading of 17.5% of the Ordinary Rate of Pay; or
        - (B) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period per the Projected Roster.
  - (g) Excessive Accrued Annual Leave
    - (i) The Employer may require an employee to take paid annual leave by giving not less than eight weeks' notice of the time when such leave is to be taken provided that:
      - (1) the Employer has genuinely tried to reach agreement with an employee but agreement has not been reached (including because the employee refuses to confer); and
      - (2) at the time the direction is given, the employee has eight weeks or more accrued annual leave (or 10 weeks accrued annual leave if a Shiftwork Employee); and

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- (3) the amount of annual leave retained by the employee is at least six weeks.
  - (ii) An employee may be required to take one or more periods of paid annual leave. Provided that any directive will not require an employee to take less than one week, and must not require an employee to take a period of paid leave beginning less than eight weeks, or more than twelve months, after the direction is given.
  - (h) **Cashing Out of Annual Leave**
    - (i) Annual leave may be cashed out in accordance with this clause.
    - (ii) Each cashing out of an amount of accrued annual leave must be by separate agreement in writing between the Employer and individual employee. Provided that cashing out of annual leave must not result in an employee's accrued entitlement being less than four (4) weeks (152 hours for a full time employee or pro rata for a part time employee).
    - (iii) Annual leave cannot be cashed out in advance of it being accrued.
    - (iv) The employee shall be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
  - (i) **Holidays with Pay**
    - (i) If a public holiday falls during a period of paid annual leave the Employee is taken not to be on paid annual leave on that public holiday.

## **28 Personal leave**

- (a) **Paid personal leave and carer's leave**
  - (i) Permanent Employees are entitled to paid personal/ carer's leave at the Ordinary Rate of Pay:
    - (1) in the event of their illness or injury (sick leave); or
    - (2) to provide care or support (carer's leave) to a member of the Employee's Immediate Family or member of the Employee's household in the event of:
      - (A) an illness or injury of the member; or
      - (B) in case of an unexpected emergency affecting the member.
  - (ii) Casual Employees are not entitled to paid personal/carers leave.
- (b) **Amount of personal leave**
  - (i) Full time Employees are entitled to 20 days' (152 hours) paid personal leave for each year of service with the Employer
  - (ii) Part time Employees are entitled to paid personal leave calculated as a pro rata amount of the full-time entitlement to 20 days' paid personal leave for each year of service with the Employer
- (c) **Accrual of personal leave**

Paid personal leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.
- (d) **Unpaid carer's leave**

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- (i) All Employees, including casual Employees, are entitled to two days' unpaid carer's leave per occasion in the event an Immediate Family member or member of the Employee's household requires care or support because of:
    - (1) a personal illness, or injury, of the member; or
    - (2) an unexpected emergency affecting the member.
  - (ii) The two days' unpaid carer's leave do not need to be taken consecutively.
  - (iii) Permanent Employees are only entitled to unpaid carer's leave if they have exhausted their accrued paid personal leave entitlements.
- (e) Notification and evidence requirements
- (i) Employee Must Give Notice
    - (1) Where an Employee is unfit to attend for work by reason of personal injury or illness or is absent by reason of carer's leave in accordance with clause (a), the Employee must notify the Employer as soon as practicable (which may be a time after the leave has started). An Employee must also advise the period or, expected period, of the absence.
  - (ii) Evidence Supporting Claim
    - (1) Employees are required to provide a medical certificate or statutory declaration for each period in which they claim personal leave, that would satisfy a reasonable person that:
      - (A) if it is paid personal/carer's leave – the leave is taken for a reason specified in subclause (a) above; or
      - (B) if it is unpaid carer's leave – the leave is taken for a permissible occasion in a circumstance specified in subclause (d).
    - (2) Where the Employee has given notice of the taking of personal/carer's leave under this clause, an Employee will not be required to provide the evidence referred to at subclause (ii)(1) to the Employer for up to 5 single days of personal/carer's leave in any 12-month period of employment.
    - (3) An Employee is required to provide evidence within a reasonable timeframe. To ensure payment can be made at the next scheduled pay day, an Employee should endeavour to provide evidence to the Employer prior to the last day of each pay period.
    - (4) Notwithstanding subclause (d)(ii), the ability for an Employee to provide a statutory declaration is limited to five (5) days per year, and can only be used for a period of up to two (2) consecutive days. It is also a requirement that the statutory declaration must be signed by a person before whom a statutory declaration can be made (determined by occupation or position held) who does not work for the Employer.
    - (5) The Employer shall accept a medical certificate, as required to be provided by an employee in subclause (d)(ii), that is signed by a 'registered health practitioner'. A 'registered health practitioner' means a health practitioner that is registered as such with a recognised authority

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and includes, but not limited to the occupation of a medical practitioner, a pharmacist, an osteopath, a psychologist, a podiatrist, a physiotherapist, a dental practitioner, a chiropractor, and an optometrist.

(f) Personal Leave and Infectious Diseases

- (i) Notwithstanding any other provisions in this clause, an employee who contracts an infectious disease in the course of their duties, and same having been certified to by a medical practitioner approved by the Employer, shall receive full pay during the period of duty up to but not exceeding 12 weeks, and during this time shall be regarded as remaining in the employ of the Employer.

(g) Personal Leave During Annual Leave

- (i) An employee who is certified as unfit for duty because of personal illness by a medical practitioner approved by the Employer during a period of annual leave, shall be given credit for the time so certified and the paid annual leave shall be extended by the number of days that the employee has been so certified as unfit for duty.

(h) Personal Leave and Workers' Compensation

- (i) An employee who is incapacitated by reason of his/her work shall, subject to the recommendation of a medical practitioner, be paid an amount of wages not less favourable than that prescribed by the *Workers Rehabilitation and Compensation Act 1988* (Tasmania).
- (ii) An employee shall not be entitled to paid personal leave for any period that the employee is absent from work in which he/she is entitled to workers compensation.

(i) Personal Leave Before or after Accrued Days Off

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

**29 Compassionate leave**

(a) Employees are entitled to up to three days compassionate leave (whether taken together or separately) for each occasion when:

- (i) a member of the Employee's Immediate Family or a member of the Employee's household:
  - (1) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (2) sustains a personal injury that poses a serious threat to his or her life; or
  - (3) dies.
  - (4) A child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive.
  - (5) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

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- (ii) Where an Employee who has given notice to the Employer of taking compassionate leave under this clause, the Employer may require reasonable evidence of such, including a medical certificate stating that the condition is life threatening or satisfactory evidence of a death including a death notice or other written evidence.
    - (iii) Permanent Employees are entitled to be paid for compassionate leave taken under clause 29(a) at the Ordinary Rate of Pay. For Casual Employees the entitlement to compassionate leave is unpaid leave.
    - (iv) An Employee may make application for additional unpaid compassionate leave.
  - (b) Significant Relationship
    - (i) An employee that can demonstrate a significant relationship, to the Employer's satisfaction, shall be granted access to compassionate leave under subclause (a)).
    - (ii) Significant Relationship means a relationship that exists outside of the family members previously defined; however, it is a person with whom an employee can demonstrate having a significant relationship that would cause the employee to be placed in a similar situation to a family member on the occasion of their death or diagnosis with a serious illness or injury.
    - (iii) A number of factors may be used by the Employer to determine the existence of a significant relationship, including:
      - (1) the nature and extend of common residence;
      - (2) the degree of financial dependence and any arrangements for financial support;
      - (3) the degree of mutual commitment to a shared life;
      - (4) the care and support of children;
      - (5) the performance of household duties;
      - (6) the reputation and public aspects of the relationships; and
      - (7) any other relevant factor as determined by the Employer.

### **30 Parental leave**

- (a) Parental Leave Entitlement
  - (i) Employees are entitled to unpaid Parental Leave (birth related leave and adoption related leave) in accordance with the provisions contained in the NES (**Eligible Employees**).
  - (ii) Primary Carer's Leave (arrangements) for Eligible Employees:
    - (1) Primary Carer Leave is the unpaid leave set out in the NES associated with:
      - (A) The birth of a child of the Employee or the Employee's spouse or de facto partner (**Birth Related Leave**); or
      - (B) The placement of a child with the Employee for adoption (**Adoption Leave**).

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- (iii) An Employee eligible for payment under the provisions of the *Paid Parental Leave Act 2010* for Birth Related Leave or Adoption Leave is entitled to be paid the difference between their Ordinary Rate of Pay for their ordinary hours and the amount received from the Commonwealth Government for a maximum period of 18 weeks (Top Up Parental Leave Pay).
- (iv) In addition to the Top Up Parental Leave Pay set out at subclause (a)(iii), Eligible Employees (excluding casual Employees) with a minimum of 12 months service with the Employer are entitled to paid leave at the Ordinary Rate of Pay as follows.

Leave Type	Paid Leave
Birth Related or Adoption Leave (Primary Carer Leave)	6 weeks

- (b) Superannuation during paid parental leave
- (i) The Employer will make superannuation contributions, at the minimum rate and in accordance with Superannuation Law, for the period of the paid leave set out at clause 30(a)(iv).

### **31 Long service leave**

- (a) An Employee's entitlement to long service leave will be in accordance with the Long Service Leave Act.

### **32 Professional development leave**

- (a) The Employer commits to the professional development of Employees where it is within the scope of the Employee's role and is deemed to meet the needs of the Employer, particularly in relation to supporting Registered Nurses and Enrolled Nurses in maintaining registration with the AHPRA.
- (b) The Employer will assist to facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

### **33 Jury service leave**

- (a) Entitlement to jury service leave is in accordance with the Act.

### **34 Community service leave**

- (a) Employees will be entitled to unpaid community service leave in accordance with the Act.

### **35 Ceremonial Leave**

- (a) An Employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be

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entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

### **36 Family and Domestic Violence Leave**

- (a) This clause applies to all Employees, including casuals.
- (b) For the purpose of this clause, family and domestic violence is defined at clause 2 and 'full rate of pay' has the meaning set out in the Act.
- (c) Entitlement to leave
  - (i) An Employee is entitled to 20 days' paid leave to deal with family and domestic violence, as follows:
    - (1) for Full and Part-time Employees, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the period rather than taken the leave;
    - (2) for a Casual Employee, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the hours in the period for which they had been rostered. For clarity, a Casual Employee:
      - (A) is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
      - (B) may take a period of family and domestic violence leave in accordance with clause 36(c) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
    - (3) the leave is available in full at the start of each 12 month period of the Employee's employment; and
    - (4) the leave does not accumulate from year to year;
  - (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
  - (iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
- (d) Taking leave to deal with family and domestic violence
  - (i) An Employee may take leave to deal with family and domestic violence if:
    - (1) the Employee is experiencing family and domestic violence; and
    - (2) the Employee needs to do something to deal with the impact of the family and domestic violence; and
    - (3) it is impractical for the Employee to do that thing outside their work hours.

The reasons for which an Employee may take leave include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.
- (e) Service and continuity

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- (i) The time an Employee is on leave to deal with family and domestic violence, which is:
    - (1) paid leave – does count as service for all purposes
    - (2) unpaid leave - does not count as service but does not break the Employee's continuity of service
  - (f) Notice and evidence requirements
    - (i) Notice
      - (1) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
        - (A) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
        - (B) must advise the Employer of the period, or expected period, of the leave.
  - (g) Evidence
    - (i) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36(b).
    - (ii) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
  - (h) Confidentiality
    - (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause (f), is treated confidentially, as far as it is reasonably practicable to do so.
    - (ii) Nothing in clause 36(h)(i) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

*Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with such Employees regarding the handling of this information.*

### **37 Education and training**

- (a) All mandatory training (which includes required e-learning) must be undertaken by Employees at a time, or times, authorised by the Employer.
- (b) Attendance at mandatory training will be paid at the Ordinary Rate of Pay, subject to the following:
  - (i) Where such training is undertaken during the course of the Employee's ordinary rostered shift (**Ordinary Shift**) – the Employee will be paid, in addition to the Ordinary Rate of Pay, any applicable shift or weekend penalty rate (or casual loading in the case of a casual Employee) that is payable on the Ordinary Shift;



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- (ii) Where operationally practicable, e-learning will be rostered/undertaken during the Employee's Ordinary Shift.
  - (iii) For training completed outside of the Employee's ordinary rostered hours - the Employee will be paid a minimum period of 1 hour. In addition to the Ordinary Rate of Pay, the Employee will be paid any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance;
  - (iv) In the case of an Aged Care Employee, where mandatory training is undertaken outside of the Employee's rostered ordinary hours
    - (1) the first 12 hours per year of such training will be paid in accordance with 37(b)(iii);
    - (2) any remaining training beyond 12 hours per year will be paid at the applicable overtime penalty rate.

### **38 Public holidays**

- (a) Public Holidays are provided for in the NES.
- (b) Payment for work on Public Holidays
  - (i) An Employee (excluding a casual Employee) who works on a public holiday shall be paid at the rate of:
    - (1) 250% of the ordinary rate of pay for such time worked for Day Workers.
    - (2) 200% of the ordinary rate of pay for such time worked for Shift Workers.
  - (ii) A casual Employee required to work on a public holiday will be paid at the rate of:
    - (1) 225% of the ordinary rate of pay for such time worked for Nursing Employees.
    - (2) 275% of the ordinary rate of pay for such time worked for Aged Care Employees.
- (c) Employees who work their ordinary hours Monday to Friday shall not be entitled to public holidays falling on a weekend. Such Employees may be requested but not compelled to work on such public holidays. If they do work they will be paid the appropriate public holiday penalty set out at clause (b) for such time worked.
- (d) Public Holiday substitution
  - (i) If, under the *Statutory Holidays Act 2000* (Tas) a day or part-day is substituted for a day or part-day that would otherwise be a public holiday per subclause (a) then the substituted day or part-day is the public holiday.
  - (ii) The Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
  - (iii) The Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

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### 39 Termination of employment

(a) Notice of Termination by the Employer

- (i) In order to terminate the employment of the employee, where employed on a full time or part time basis, the Employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to this notice, where the employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional one (1) weeks' notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

(f) Notice of termination by the Employee

- (i) No employee shall, without the consent of the Employer, resign without giving two (2) week's period of notice in writing. If an employee fails to give the required notice, the Employer may deduct (with the employee's written authorisation) from wages due to the employee on termination under this Agreement or the NES, an amount not exceeding one weeks' wages.

(g) Instant dismissal

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- (i) The Employer shall have the right to dismiss the employee without notice for serious misconduct as defined by the *Fair Work Act 2009* and the *Fair Work Regulations 2009*, in such cases the wages shall be paid up to the time of dismissal only.
  - (h) Payment Instead of Notice
    - (i) If the Employer does not give appropriate notice of their intention to terminate an employee's employment, they will pay the remainder of the required notice to the employee.
    - (ii) In the case of instant dismissal the employee is only entitled to be paid up to the time of the dismissal.
  - (i) Employees Have a Right to be Paid
    - (i) Employees are entitled to be paid their normal weekly wage - including any applicable penalty payments – if due to the act, default or order of the Employer the employee does not work:
      - (1) 76 hours per fortnight for a full time employee; or
      - (2) the number of ordinary hours which the employee is contracted to work for a part time employee; and
      - (3) the employee is ready and willing to work during their ordinary working hours in that week.

#### **40 Redundancy**

- (a) The parties agree that it is not desirable to lose the services of staff members through Redundancy.
- (b) It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- (c) Commitment to consult
  - (i) The parties to this Agreement recognise that Redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.
  - (ii) Where the Employer believes that it may be necessary to make one or more positions within the enterprise Redundant, or reduce or alter hours that causes a loss of employee's income, the Employer agrees to follow the consultation term as provided for in this Agreement.
- (d) Redeployment and Retraining
  - (i) In the event of a position being made Redundant, or an employee's hours are reduced or altered which causes a loss of an employee's income the following shall apply:
    - (1) The Employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
    - (2) An employee seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.

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- (3) Where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the staff member to perform the duties of the position to which the employee is being redeployed. The employee will be entitled to undertake this training during work time.
  - (4) All reasonable attempts will be made to ensure that the employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(e) Notice of Redundancy

- (i) The Employer undertakes to provide the maximum possible notice of the need to make a position(s) Redundant or reduce or alter hours which causes a loss of employees' income. In all cases however, the minimum period of notice for employees subject to termination or reduction or alteration of hours which causes a loss of employees' income, will be as follows:
- (ii) The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of employee's income is as follows:

Employee's Period of Continuous Service with the Employer	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

- (f) The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination.

(g) Redundancy

- (i) In the event that it is necessary for the Employer to make a position(s) redundant, or reduce or alter hours which causes a loss of employees income, the Employer will, in the first instance, seek expressions of interest from all employees, in volunteering for a redundancy from that classification.
- (ii) In assessing applications for voluntary redundancy the parties acknowledge that the Employer will have an unfettered right to determine, subject to the requirements of the business, which applications to accept or reject.
- (iii) In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing employees. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an employee's income, the Employer will be entitled to take into account the operational requirements of the business.

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The employer shall consult with the union where the employer rejects an application for voluntary redundancy in favour of an involuntary redundancy

(h) Redundancy Package

Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant employees is as follows:

(i) Voluntary Redundancy

- (i) Redundancy pay is in accordance with the NES, or 2 weeks' pay for each year of service or part thereof, for Nursing employees, whichever is greater.
- (ii) Redundancy pay is in accordance with the NES, or 2 weeks' pay for each year of service or part thereof, with a maximum payment of 26 weeks for all Aged Care Employees, whichever is greater.
- (iii) Full payment of all accrued annual leave entitlements including leave loading. (
- (iv) Notice period as per (e) of this clause or payment in lieu.

(j) Involuntary Redundancy

- (i) Redundancy pay in accordance with the NES, or 2 weeks' pay for each year of service and pro-rata to two weeks for the final uncompleted year of service, for Nursing employees, whichever is greater.
- (ii) Redundancy pay in accordance with the NES, or 2 weeks' pay for each year of service and pro-rata to two weeks for the final uncompleted year of service, with a maximum payment of 26 weeks for all non-Nursing employees, whichever is greater.
- (iii) Full payment of pro-rata long service leave entitlements after 5 years of continuous employment.
- (iv) Full payment of all accrued annual leave entitlements including leave loading.
- (5) Notice as per sub-clause (e) of this clause or payment in lieu.

(k) Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Agreement) which causes a loss of income, the Employer will pay a partial redundancy to such employees as are adversely affected as follows:

(l) Redundancy payment = existing weekly rate – new weekly rate x 2 x years of service and pro rata to 2 weeks for any uncompleted year of service.

(m) A weeks pay shall mean:

- (i) (1) the hours worked per week as averaged over the previous six months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
- (ii) (2) any penalties as averaged over the previous six months, excluding any period of leave or other extraordinary absence; and
- (iii) (3) any all-purpose work related allowances.

(n) All employees who are made redundant, shall be given assistance by the Employer in seeking suitable alternative employment. Such employees will be granted time-off with pay to attend employment interviews and/or to make arrangements for training or re-training.

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(o) **Financial Counselling**

- (i) The Employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The Employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial advisor agreed to by the Employer and the employee.
- (ii) The Employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.
- (iii) In the event of a permanent position becoming available, the Employer shall take reasonable steps to notify redundant employee(s) (within 6 months of being made redundant) of such vacancy and the employee(s) shall be invited to apply.

**41 Workload**

- (a) The purpose of this clause is to ensure the delivery of safe quality care to residents while providing reasonable employee workloads.
- (b) The Employer is committed to ensuring that staffing levels are appropriate to deliver the level of care required by the accreditation principles.
- (c) The Employer will ensure that managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (d) Where an employee or employees feel that workloads are too high on a consistent basis then the following procedures shall apply:
  - (i) In the first instance, an employee or employees should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (ii) If a solution cannot be identified and implemented, the matter should be formally raised with the General Manager in writing. The matter may also be discussed at the next staff unit meeting where consultation regarding the issue shall occur, and be documented in the meeting minutes.
  - (iii) If a solution still cannot be identified and implemented, the matter should be referred to the People and Culture Manager for further discussion.
  - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing.
- (e) Consideration will be given to the following when measuring workloads:
  - (i) Whether staff are able to take their entitled breaks on time;
  - (ii) Whether workloads are sufficient to ensure safety and quality of resident care; and
  - (iii) Acuity of residents.
- (f) **Staff Unit Meetings**
  - (i) Staff unit meetings are a consultative and informational forum for general business on ward matters, including workloads.

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## **42 Consultation**

- (a) This term applies if the Employer:
  - (i) 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
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) Major change
  - (1) For a major change referred to in (a)(i):
  - (2) the Employer must notify the relevant employees of the decision to introduce the major change; and
  - (3) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
  - (1) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (2) the Employee or employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
  - (1) discuss with the relevant Employees:
    - (A) the introduction of the change; and
    - (B) the effect the change is likely to have on the Employees; and
    - (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (2) for the purposes of the discussion--provide, in writing, to the relevant employees:
    - (A) all relevant information about the change including the nature of the change proposed; and
    - (B) information about the expected effects of the change on the employees; and
    - (C) any other matters likely to affect the employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in (b)(2) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on employees* if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (j) Change to regular roster or ordinary hours of work
- (i) For a change referred to in (a)(ii):
- (A) the Employer must notify the relevant Employees of the proposed change; and
- (B) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (ii) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant Employees the introduction of the change; and
- (ii) for the purposes of the discussion--provide to the relevant Employees:
- (1) all relevant information about the change, including the nature of the change; and
- (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term "*relevant Employees*" means the Employees who may be affected by a change referred to in (a).



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### **43 Agreement flexibility**

- (a) The Employer and an individual Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
  - (i) the Agreement deals with one or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (ii) the arrangement meets the genuine needs of the Employer and employee in relation to one or more of the matters mentioned in paragraph (i); and,
  - (iii) the arrangement is genuinely agreed to by the Employer and individual employee.
- (b) The Employer must ensure that the terms of the IFA:
  - (i) are about permitted matters under section 172 of the Act; and,
  - (ii) are not unlawful terms under section 194 of the Act; and,
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the IFA:
  - (i) is in writing; and,
  - (ii) includes the name of the Employer and Employee; and,
  - (iii) is signed by the Employer and employee and if the Employee is under 18 years of age, signed by a parent or guardian of the employee; and,
  - (iv) includes details of:
    - (1) the terms of the Agreement that will be varied by the arrangement; and,
    - (2) how the arrangement will vary the effect of the terms; and,
    - (3) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and,
    - (4) states the day on which the arrangement commences.
- (d) The Employer shall provide the employee with a copy of the IFA within 14 days after it is agreed to.
- (e) The Employer or employee may terminate the IFA:
  - (i) by giving 28 days written notice to the other party to the arrangement; or,
  - (ii) if the Employer and employee agree in writing — at any time.

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#### **44 Dispute resolution procedure**

- (a) If a dispute arises about a matter(s) under this Agreement or the NES, including subsections 65A(5) and 76(4), the parties to the dispute will attempt to resolve the dispute at the workplace level by discussion between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior level management as appropriate.
- (b) If the dispute arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace level, and all the agreed steps for resolving the dispute have been taken, the matter(s) in dispute may be referred to the FWC.
- (c) The person(s) who raised the dispute, or their expressly nominated representative (organisation or agent), may refer the dispute to the FWC for mediation, conciliation, or to obtain the FWC opinion or recommendation in the first instance.
- (d) Initially the FWC may confer informally with the parties about matters of procedure, such as:
  - (i) the presentation of each side's position (whether oral or in writing);
  - (ii) confidentiality requirements;
  - (iii) representation;
  - (iv) timing, location and duration of the conciliation;
  - (v) whether a telephone conference is all that is needed in the first instance; and
  - (vi) any further particulars about the FWC's role in relation to establishing procedures.
- (e) Subject to the preceding clause, the FWC may do such things as:
  - (i) help the parties identify and define the matters in dispute;
  - (ii) help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
  - (iii) where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively; and
  - (iv) act as the facilitator of direct negotiations between the parties.
- (f) The parties agree that during mediation or conciliation, the FWC may, at its discretion, discuss the matter in dispute privately with any of the parties to the dispute or their representatives. The FWC shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.
- (g) If the matter(s) in dispute is/are not resolved by mediation or conciliation, then FWC may arbitrate by use of any of its powers (including powers under section 739(4) of the Act). In this case, the parties agree to be bound by the decision made by the FWC in accordance with this term.
- (h) For the avoidance of doubt, either party can be represented by a person of their choice at any stage of the procedure.

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## 45 Delegate Rights

- (a) This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with this clause.

- (b) In this clause :

- (i) **employer** means the employer of the workplace delegate;
- (ii) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (iii) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

- (c) Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- (d) An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

- (e) **Right of representation**

- (i) A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
  - (1) consultation about major workplace change, subject to and in accordance with the provisions of clause 42 of this Agreement;
  - (2) consultation about changes to rosters or hours of work, subject to and in accordance with the provisions of clause 42 of this Agreement;
  - (3) resolution of disputes, subject to and in accordance with the provisions of clause 44 of this Agreement;
  - (4) disciplinary processes, in accordance with the Employer's procedure;
  - (5) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
  - (6) any process or procedure within the enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

- (f) **Entitlement to reasonable communication**

- (i) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause (e). This includes discussing membership of the delegate's organisation and representation with eligible employees.

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- (ii) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
  - (g) **Entitlement to reasonable access to the workplace and workplace facilities**
    - (i) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
      - (1) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
      - (2) a physical or electronic noticeboard;
      - (3) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
      - (4) a lockable filing cabinet or other secure document storage area; and
      - (5) office facilities and equipment including printers, scanners and photocopiers.
    - (h) The employer is not required to provide access to or use of a workplace facility under clause (g)(i) if:
      - (i) the workplace does not have the facility;
      - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
      - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
    - (i) **Entitlement to reasonable access to training**
      - (i) The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
        - (1) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
        - (2) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
          - (A) full-time or part-time employees; or
          - (B) regular casual employees.
      - (ii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
      - (iii) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the

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dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

- (iv) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (v) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (vi) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

(j) **Exercise of entitlements**

- (i) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (1) comply with their duties and obligations as an employee;
  - (2) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (3) not hinder, obstruct or prevent the normal performance of work; and
  - (4) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (ii) This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (iii) This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

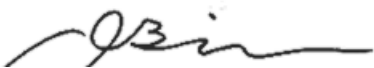
NOTE: Under section 350A of the Act, the employer must not:

- (1) unreasonably fail or refuse to deal with a workplace delegate; or
- (2) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (3) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause

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# Schedule 1 - Signature Page

Signed for and on behalf of **Respect**


  
\_\_\_\_\_  
Signature  
  
Chief Executive Officer  
\_\_\_\_\_  
Position

Jason Binder  
\_\_\_\_\_  
Name  
50 Formby Road Devonport, TAS  
\_\_\_\_\_  
Address

The above person is authorised to sign the Agreement on behalf of **Respect** for the following reason/s:  
.....  
.....

Signed on the .....13.....day of ...February.....2024 (NB: 2025)

Signed for and on behalf of Australian Nursing and Midwifery Federation - Tasmanian Branch


  
\_\_\_\_\_  
Signature  
  
Branch Secretary  
\_\_\_\_\_  
Position

Emily Shepherd  
\_\_\_\_\_  
Name  
182 Macquarie St, Hobart, Tas, 7000  
\_\_\_\_\_  
Address

The above person is authorised to sign the Agreement on behalf of Australian Nursing and Midwifery Federation - Tasmanian Branch for the following reason/s:  
.....  
.....

Signed on the 13<sup>th</sup> day of February 2024

Signed for and on behalf of Health and Community Services Union - Tasmania Branch

	Robbie Moore
_____	_____
State Secretary	Name
_____	11 Clare St. New Town Tasmania 7008
	_____
	Address

The above person is authorised to sign the Agreement on behalf of Health and Community Services Union - Tasmania Branch for the following reason/s:

State Secretary.....  
.....

Signed on the .....13th.....day of .....February.....2024

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## Classification Definitions

### (a) Non-Nursing Employees

#### (i) Aged Care Employee Level 1

Entry level: An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- # works within established routines, methods and procedures;
- # has minimal responsibility, accountability or discretion;
- # works under direct or routine supervision, either individually or in a team; and
- # requires no previous experience or training.

Indicative tasks performed at this level are:

General and Administrative Services

Administration Entry

Services Assistant Grade 1 includes Food Services Assistant, Laundry Hand, Cleaner and Gardener (entry level).

#### (ii) Aged Care Employee Level 2

An employee at this level:

- # is capable of prioritising work within established routines, methods and procedures;
- # is responsible for work performed with a limited level of accountability or discretion;
- # works under limited supervision, either individually or in a team;
- # possesses sound communication skills; and
- # requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and Administrative Services

Services Assistant Grade 2 includes Food Services Assistant, Laundry Hand, Cleaner, Gardener (non-trade), Maintenance/Handyperson (non-trade) and Driver of vehicle less than 3 ton (following completion of 494 hours or evidence of previous work experience).



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Personal Care

Personal Care Assistant Grade 1

**(iii) Aged Care Employee Level 3**

An employee at this level:

- # is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- # is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- # works under limited supervision, either individually or in a team (non admin/clerical);
- # possesses sound communication and/or arithmetic skills (non admin/clerical);
- # requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- # in the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and Administrative Services

Administration Grade 1A-3B includes

Receptionist, Administration Assistant and Typist/Minute Taker.

Services Assistant Grade 3 includes Cook.

Personal Care

Personal Care Assistant Grade 2

PLEASE NOTE Personal Care Assistant Grade 2 shall also apply to leisure and lifestyle employees.

**(iv) Aged Care Employee Level 4**

An employee at this level:

- # is capable of prioritising work within established policies, guidelines and procedures;
- # is responsible for work performed with a medium level of accountability or discretion;
- # works under limited supervision, either individually or in a team;
- # possesses good communication, interpersonal and/or arithmetic skills; and

- 
- # requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and,
  - # in the case of a Personal Care Assistant, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

General and Administrative Services

Administration Grade 4-6 includes Senior

Administration Assistant.

Services Assistant Grade 4 includes Senior Cook (trade qualified), Maintenance/Handyperson (trade qualified), Gardener (trade qualified) and Driver of a vehicle 3 ton and over.

Personal Care

Personal Care Assistant Grade 3

PLEASE NOTE Personal Care Assistant Grade 3 shall also apply to leisure and lifestyle employees.

#### **(v) Aged Care Employee Level 5**

An employee at this level:

- # is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- # is responsible for work performed with a substantial level of accountability;
- # works either individually or in a team;
- # may assist with supervision of others;
- # requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- # may require basic computer knowledge or be required to use a computer on a regular basis;
- # possesses administrative skills and problem solving abilities;
- # possesses well developed communication, interpersonal and/or arithmetic skills; and
- # requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience
- # in the case of a Personal Care Assistant, this grade shall apply to an employee who holds a current Medication Endorsement certificate and is required by the

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Employer to administer medications. In the event that the Employer considers the introduction of medication administration by Personal Care Assistants, a consultative process will be commenced with the parties to the Agreement.

Indicative tasks performed at this level are:

General and Administrative Services

Services Assistant Grade 5 includes Chef (trade qualified).

Personal Care

Personal Care Assistant Grade 4

#### **(vi) Aged Care Employee Level 6**

An employee at this level:

- # is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- # is responsible for work performed with a substantial level of accountability and responsibility;
- # works either individually or in a team;
- # may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- # possesses administrative skills and problem solving abilities;
- # possesses well developed communication, interpersonal and/or arithmetic skills; and
- # may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and Administrative Services

Services Assistant Grade 6 includes Senior Chef, Maintenance/Handyperson (advanced trade certificate) and Gardener (advanced trade certificate).

#### **(vii) Aged Care Employee Level 7**

An employee at this level:

- 
- # is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
  - # is responsible for work performed with a substantial level of accountability and responsibility;
  - # may supervise the work of others, including work allocation, rostering and guidance;
  - # works either individually or in a team;
  - # may require comprehensive computer knowledge or be required to use a computer on a regular basis;
  - # possesses developed administrative skills and problem solving abilities;
  - # possesses well developed communication, interpersonal and/or arithmetic skills; and
  - # may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

#### General and Administrative Services

Administration Grade 7 includes Administration Supervisor

Services Assistant Grade 7 includes Chef Supervisor and Maintenance Services Supervisor.

#### Personal Care

Personal Care Assistant Grade 5

#### (b) Nursing Employees

Registered Nurse means a nurse registered as such with the Australian Health Practitioner Regulation Agency (AHPRA) under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

Enrolled Nurse means a nurse enrolled as such with the Australian Health Practitioner Regulation

Agency under the provisions of *the Health Practitioners Regulation National Law Act (Tasmania)*

*2010*.

Australian Health Practitioner Regulation Agency

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Both Enrolled and Registered Nurses are required to maintain their enrolment/registration to practice through the Australian Health Practitioner Regulation Agency, and as such, are bound by the professional and ethical boundaries stipulated in the policy documents set by the Australian Nursing and Midwifery Council of Australia, or however titled.

#### Pay Point Advancement

Employees will advance through pay points within a classification level on the completion of each year of service as a full time employee, or the equivalent hours worked by a part time employee. Advancement to a new classification level shall only occur with advancement as per the requirements of the Agreement.

##### (i) Registered Nurse Level 1 (RN1)

An employee at this level performs their duties:

- # according to their level of competence; and
- # under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

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

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

##### (ii) Registered Nurse Level 2 (RN2) An employee at this level:

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

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

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse coordinator or any higher level classification. Duties of a Clinical nurse will substantially include, but are not confined to:

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

(iii) Registered Nurse Level 3 (RN3) An employee at this level:

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

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

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

Duties of a Clinical Nurse Coordinator will substantially include, but are not confined to:

- # providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- # staff and resident/client education;
- # staff selection, management, development and appraisal;
- # participating in policy development and implementation;

- 
- # acting as a coordinator on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
  - # delivering direct and comprehensive nursing care to a specific group of residents or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
  - # coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of residents or clients within a practice setting; and
  - # coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Duties of a Nurse Manager will substantially include, but are not confined to:

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

Duties of a Nurse Educator will substantially include, but are not confined to:

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

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(iv) Registered Nurse Level 4 (RN4) An employee at this level:

- # holds any other qualification required for working in the employee's particular practice setting; and

- # is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant Director of Nursing (management), or Assistant Director of Nursing (education).

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

In addition to the duties of an RN3, an employee at this level will perform the following duties: Duties of an Assistant Director of Nursing (clinical) will substantially include, but are not confined to:

- # providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (management) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;

- # provision of appropriate education programs, coordination and promotion of clinical research projects;

- # participating as a member of the nursing executive team;

- # contributing to the development of nursing and organisation policy for the purpose of facilitating the provision of quality nursing care;

- # managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse coordinators;

- # being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;

- # being accountable for the development, implementation and evaluation of patterns of resident care for a specified span of control;

- # being accountable for clinical operational planning and decision making for a specified span of control; and

- # being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Duties of an Assistant Director of Nursing (management) will substantially include, but are not confined to:



- 
- # providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
  - # coordination and promotion of nursing management research projects;
  - # participating as a member of the nursing executive team;
  - # contributing to the development of nursing and organisation policy for the purpose of facilitating the provision of quality nursing care;
  - # managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
  - # being accountable for the effective and efficient management of human and material resources within a specified span of control;
  - # being accountable for the development and coordination of nursing management systems within a specified span of control; and
  - # being accountable for the structural elements of quality assurance for a specified span of control.

Duties of an Assistant Director of Nursing (education) will substantially include, but are not confined to:

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

(vi) Nurse Practitioner

A Nurse Practitioner:

- # is a registered nurse/midwife appointed to the role;

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# has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

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

Role of a licensed Nurse Practitioner:

# The Nurse Practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse/midwife in extended practice across stable, unpredictable and complex situations.

# The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

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

# the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and,

# the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

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

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

# Annexure A

## Pay Rates and Allowances

Nb: Dates of effect are first full pay period on or after (FFPPOA)

WAGES - TASMANIA						
CLASSIFICATION		1/07/2023	3.75%	1%	3.00%	3.00%
			FFPPOA 1/07/2024	27 January 2025	FFPPOA 1/07/2025	FFPPOA 1/07/2026
ENROLLED NURSE	Year 1 (PP1)	1,448.71	1,503.04	1,518.07	1,563.05	1,609.94
	Year 2 & thereafter (PP5)	1,481.58	1,537.14	1,552.51	1,598.51	1,646.47
REGISTERED NURSE Level 1	Year 1	1,452.68	1,507.16	1,522.23	1,567.33	1,614.35
	Year 2	1,518.46	1,575.40	1,591.16	1,638.30	1,687.45
	Year 3	1,584.97	1,644.41	1,660.85	1,710.06	1,761.37
	Year 4	1,652.21	1,714.17	1,731.31	1,782.61	1,836.09
	Year 5	1,719.56	1,784.04	1,801.88	1,855.28	1,910.93
	Year 6	1,787.68	1,854.72	1,873.27	1,928.77	1,986.64
	Year 7	1,855.32	1,924.89	1,944.14	2,001.75	2,061.80
	Year 8 & thereafter	1,922.63	1,994.73	2,014.68	2,074.37	2,136.60

<b>REGISTERED NURSE Level 2</b>	<b>Year 1</b>	1,990.31	2,064.95	2,085.60	2,147.40	2,211.82
	<b>Year 2</b>	2,035.18	2,111.50	2,132.61	2,195.81	2,261.68
	<b>Year 3</b>	2,080.41	2,158.43	2,180.01	2,244.61	2,311.94
	<b>Year 4 &amp; thereafter</b>	2,125.71	2,205.42	2,227.48	2,293.48	2,362.29
<b>REGISTERED NURSE Level 3</b>	<b>Year 1</b>	2,210.24	2,293.12	2,316.06	2,384.68	2,456.22
	<b>Year 2</b>	2,261.08	2,345.87	2,369.33	2,439.54	2,512.72
	<b>Year 3</b>	2,311.96	2,398.66	2,422.65	2,494.43	2,569.26
	<b>Year 4 &amp; thereafter</b>	2,362.83	2,451.44	2,475.95	2,549.32	2,625.80

Nb: Dates of effect are first full pay period on or after (FFPPOA)

WAGES - TASMANIA								
CLASSIFICATION		1/07/2023	3.75%		ACWV Stage 3 Tranche 1	3%	3.00%	3.00%
			FFPPOA 1/07/2024 (weekly)	Award Mapping 1/1/25	FFPPOA 1/01/2025 (weekly)	27 January 2025	FFPPOA 1/07/2025	FFPPOA 1/07/2026
<b>Aged Care Employee Level 1</b>	<b>Services Grade 1</b>	910.90	945.06	Level 1 - General	973.56	1,002.77	1,032.85	1,063.84
	<b>Administration Entry</b>	929.28	964.13	Level 1 - General	992.25	1,022.02	1,052.68	1,084.26
<b>Aged Care Employee Level 2</b>	<b>ECA Grade 1</b>	1,089.00	1,129.84	Level 2- Direct Carer	1,168.22	1,203.26	1,239.36	1,276.54
	<b>Services Grade 2</b>	947.00	982.51	Level 3 - General	1,050.91	1,082.44	1,114.91	1,148.36
<b>Aged Care Employee Level 3</b>	<b>ECA Grade 2</b>	1,130.90	1,173.31	Level 2 - Direct Carer (transitioned from level 3)	1,173.31	1,208.51	1,244.76	1,282.11
	<b>Services Grade 3</b>	983.40	1,020.28	Level 3 - General	1,051.06	1,082.59	1,115.07	1,148.52
	<b>Administration 1A</b>	983.40	1,020.28	Level 3 - General	1,051.06	1,082.59	1,115.07	1,148.52
	<b>Administration 1B</b>	983.40	1,020.28	Level 3 - General	1,051.06	1,082.59	1,115.07	1,148.52
	<b>Administration 2A</b>	987.44	1,024.47	Level 3 - General	1,055.25	1,086.91	1,119.51	1,153.10
	<b>Administration 2B</b>	1,006.74	1,044.49	Level 3 - General	1,075.27	1,107.53	1,140.76	1,174.98
	<b>Administration 3A</b>	1,030.55	1,069.20	Level 3 - General	1,099.98	1,132.97	1,166.96	1,201.97
	<b>Administration 3B</b>	1,046.36	1,085.60	Level 3 - General	1,116.38	1,149.87	1,184.37	1,219.90

<b>Aged Care Employee Level 4</b>	<b>ECA Grade 3</b>	1,144.20	1,187.11	Level 3 - Qualified	1,221.69	1,258.34	1,296.09	1,334.97
	<b>Services Grade 4</b>	1,007.61	1,045.40	Level 4 - General	1,076.56	1,108.85	1,142.12	1,176.38
	<b>Services Grade 4 - Head Chef/Cook</b>	1,152.12	1,195.32			1,231.18	1,268.12	1,306.16
	<b>Administration 4</b>	1,070.00	1,110.13	Level 4 - General	1,141.29	1,175.52	1,210.79	1,247.11
	<b>Administration 5</b>	1,105.98	1,147.45	Level 4 - General	1,178.61	1,213.97	1,250.39	1,287.90
	<b>Administration 6</b>	1,145.59	1,188.55	Level 4 - General	1,219.71	1,256.30	1,293.99	1,332.81
<b>Aged Care Employee Level 5</b>	<b>ECA Grade 4</b>	1,183.00	1,227.36	Level 5 - Specialist (without Cert IV)	1,299.18	1,338.16	1,378.30	1,419.65
	<b>ECA Grade 4</b>	1,183.00	1,227.36	Level 5 - Specialist (with Cert IV)	1,299.18	1,338.16	1,378.30	1,419.65
	<b>Services Grade 5</b>	1,070.00	1,110.13	Level 5 - General	1,142.05	1,176.31	1,211.60	1,247.94
	<b>Services Grade 5 - Head Chef/Cook</b>	1,219.57	1,265.30			1,303.26	1,342.36	1,382.63
<b>Aged Care Employee Level 6</b>	<b>Services Grade 6</b>	1,105.98	1,147.45	Level 6 - General	1,181.27	1,216.71	1,253.21	1,290.81
	<b>Services Grade 6 - Head Chef/Cook</b>	1,263.73	1,311.12			1,350.45	1,390.97	1,432.70
<b>Aged Care Employee Level 7</b>	<b>ECA Grade 5</b>	1,269.10	1,316.69	Level 6 - Team Leader	1,363.81	1,404.73	1,446.87	1,490.27

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	<b>Services Grade 7</b>	1,145.59	1,188.55	Level 7 - General	1,222.75	1,259.43	1,297.22	1,336.13
	<b>Services Grade 7 - Head Chef/Cook</b>	1,306.06	1,355.04			1,395.69	1,437.56	1,480.69
	<b>Services Grade 8</b>	1,185.05	1,229.49	Level 7 - General	1,263.69	1,301.60	1,340.65	1,380.87
	<b>Services Grade 8 - Head Chef/Cook</b>	1,345.52	1,395.98			1,437.86	1,480.99	1,525.42
	<b>Administration 7</b>	1,224.50	1,270.42	Level 7 - General	1,304.62	1,343.76	1,384.07	1,425.59

## Allowances

Nb: Dates of effect are first full pay period on or after (FFPPOA)

		FFPPOA 1/07/2024	27 January 2025	3% FFPPOA 1/07/2025	3% FFPPOA 1/07/2026
In Charge Allowance	Per shift	36.52	37.58	38.71	39.87
Orientation Shift Allowance	Per hour	3.32	3.42	3.52	3.63
Nauseous Linen Allowance	Per hour	0.56	0.59	0.61	0.62
Meal Allowance	Per occasion	15.94	16.39	16.88	17.39
Sewerage Allowance Rate A	Per occasion		20.00	20.70	21.32
Sewerage Allowance Rate B	Per occasion		35.00	36.23	37.31



## Supported Wage System

### (a) Definitions

For the purposes of this clause:

#### (i) Accredited Assessor

Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

#### (ii) Assessment instrument

Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

#### (iii) Disability Support Pension

Disability Support Pension means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided:

- under the *Social Security Act 1991*, as amended from time to time, or
- any successor to that scheme.

#### (iv) Supported Wage System

Supported Wage System means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability

### (b) Eligibility Criteria

The Employer may engage employees at a supported wage rate who:

- meet the impairment criteria for receipt of a Disability Support Pension; and
- are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged because of their disability.

#### Workers Compensation Excluded

This clause does not apply to any existing employee who has a claim against the Employer which is:

- subject to the provisions of workers' compensation legislation; or
- any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

#### Supported Employment Services Excluded

This clause does not apply to employers - in respect of their facility, programme, undertaking, service or the like - which:

- receives funding under the *Disability Services Act 1986* as amended; and
- fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension.

However, the clause does apply to an organisation which has received recognition under Section 10 or under Section 12A of the *Disability Services Act 1986* as amended. If a part only has received recognition, then this clause applies to that part.

#### Supported Wage Rates

Employees to whom this section applies must be paid according to the schedule below. The relevant percentage is applied to the minimum rate of pay for the class of work, which the person is performing. However, no employee must be paid less than \$106 per week.

##### Assessed Capacity

(see sub clause (f))	% of Relevant Agreement Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

#### Assessment of Capacity

The percentage of the Agreement rate to be paid to a supported wage employee under this Agreement is established by assessing the productive capacity of the employee. Assessments must be made in accordance with the Supported Wage system and documented in an assessment instrument by either:

- the Employer and a union party to the Agreement, in consultation with the employee or if desired by any of these:
- the Employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

#### Lodgement of Assessment Instrument

All assessment instruments under the conditions of this clause must be lodged by the Employer with the Fair Work Commission. This includes the appropriate percentage of the Agreement wage to be paid to the employee.

All assessment instruments must be agreed and signed by the parties to the assessment.

Where a union is party to the Agreement and is not a party to the assessment:

- the assessment instrument must be referred by the Fair Work Commission to the union by certified mail;
- The assessment instrument will take effect unless an objection is notified by the union to the Fair Work Commission within 10 working days.

#### Review of Assessment

The assessment of the applicable percentage must be reviewed:

- 
- annually; or
  - earlier on the basis of a reasonable request for such a review.

The process of review shall be in accordance with the procedures for assessing capacity under this clause.

#### Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage applies to the wage rate only. Employees covered by the supported wage provisions of this section are entitled to the same terms and conditions of employment as all other workers covered by this Agreement who are paid on a pro rata basis.

#### Workplace Adjustment

The Employer wishing to employ a person under the provisions of this section must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### Trial Period

In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period. The trial period must not exceed 12 weeks. In some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During the trial period:

- the assessment of capacity must be undertaken; and
- the proposed wage rate for a continuing employment relationship must be determined in accordance with the procedures in this clause.

The employee must not be paid:

- less than \$106 during the trial; or
- such greater amount as is agreed from time to time between the parties.

Work trials should include induction or training as appropriate to the job being trialled.

Following the completion of the trial period the Employer and employee may wish to establish a continuing employment relationship. When this happens a further contract of employment must be entered into based on the outcome of the assessment of capacity.