



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**South Eastern Nursing and Home Care Association Incorporated T/A
South Eastern Community Care**
(AG2023/2021)

SOUTH EASTERN COMMUNITY CARE NURSES ENTERPRISE AGREEMENT 2022

Aged care industry

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 11 JULY 2023

Application for approval of the South Eastern Community Care Nurses Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *South Eastern Community Care Nurses Enterprise Agreement 2022* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by South Eastern Nursing and Home Care Association Incorporated T/A South Eastern Community Care. The Agreement is a single-enterprise agreement.

[2] The notification time for the Agreement precedes 6 June 2023. Accordingly, the legislative changes to the Act in relation to the *genuine agreement* provisions which commenced on 6 June 2023 do not apply to this approval application.¹ However, the Agreement was made after 6 June 2023. Accordingly, the amendments to the better off overall test have commenced and so apply to this approval application.²

[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. I have had regard to each of the matters in s 193A(2)-(6), and I observe no views were expressed for the purposes of s 193A(6A).

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Amending Act) commenced operation with respect to the genuine agreement provisions and the better off overall test provisions of the Act on 6 June 2023. However, in relation to the genuine agreement provisions, Division 11 of Part 26 of the Amending Act provides that Part 2-4 of the Act continues to apply, as if the amendments had not been made, in relation to any proposed enterprise agreement for which the notification time occurs before 6 June 2023.

² Division 12 of Part 26 of the Amending Act provides that the amendments to the better off overall test apply in relation to enterprise agreements made on and after 6 June 2023

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

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 18 July 2023. The nominal expiry date of the Agreement is 31 July 2025.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE520718 PR764118>

SOUTH EASTERN COMMUNITY CARE

NURSES

ENTERPRISE AGREEMENT 2022



1. TITLE.....	4
2. COMMENCEMENT DATE AND PERIOD OF OPERATION.....	4
3. APPLICATION.....	4
4. PARTIES BOUND	4
5. SUPERSESSION AND SEVERANCE	4
6. DEFINITIONS.....	5
7. CONSULTATION REGARDING CHANGE	5
8. DISPUTE RESOLUTION	7
9. FLEXIBILITY ARRANGEMENTS	7
10. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS.....	8
11. CONTRACT OF EMPLOYMENT	9
12. TERMINATION OF EMPLOYMENT.....	9
13. FULL TIME EMPLOYEES.....	10
14. PART-TIME EMPLOYEES.....	10
15. CAUSAL EMPLOYEES	11
16. THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH.....	11
17. HOURS OF WORK.....	12
18. CLASSIFICATIONS	13
19. SALARY INCREASES	13
20. SALARIES.....	13
21. SUPERANNUATION	13
22. SALARY PACKAGING AND SALARY SACRIFICE.....	14
23. ALLOWANCES.....	15
24. PAYMENT OF WAGES	16
25. MEAL BREAKS	18
26. OVERTIME.....	18
27. ON-CALL ARRANGEMENTS	19
28. ANNUAL LEAVE.....	20
29. PERSONAL LEAVE.....	21
30. COMPASSIONATE LEAVE	23
31. PARENTAL LEAVE	23
32. COMMUNITY SERVICE LEAVE.....	23
33. JURY DUTY LEAVE	24
34. LONG SERVICE LEAVE.....	25
35. VACCINATION LEAVE	25
36. PUBLIC HOLIDAYS.....	25
37. CULTURAL LEAVE	26
38. FAMILY VIOLENCE LEAVE	26
39. TRAVEL EXPENSE REIMBURSEMENTS	27

40. PROFESSIONAL DEVELOPMENT	27
41. UNIFORMS	27
42. RATIONALISATION OF SERVICES	27
43. REDUNDANCY	27
44. UNION DELEGATE RIGHTS	29
45. NOTICE BOARD	30
46. NO EXTRA CLAIMS	30
47. NO PRECEDENT	30
48. SCHEDULE 1 - SALARIES.....	31
49. DECLARATION AND SIGNATORIES	32

1. TITLE

This Agreement shall be known as the South Eastern Community Care Nurses Enterprise Agreement 2022.

2. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall come into operation seven days following receipt of the approval notice issued by the Fair Work Commission.

The Agreement has a nominal expiry date of 31 July 2025 unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Act.

The parties agree that discussions shall commence for a new agreement no later than 6 months prior to the nominal expiry date of the agreement.

3. APPLICATION

This Agreement covers the wages and conditions of nursing staff employed by South Eastern Community Care.

4. PARTIES BOUND

4.1 This Agreement is binding on:

- a) The Australian Nursing and Midwifery Federation, Tasmanian Branch, its' officers and members;
- b) South Eastern Community Care hereinafter called 'the Employer'; and
- c) All nursing staff employed by the Employer in positions classified in this Agreement.

5. SUPERSESION AND SEVERANCE

- 5.1 All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- 5.2 It is the intention of those covered by the Agreement that the Agreement contains only matters permitted under the Fair Work Act 2009. It is also the intention of those covered by the Agreement that the Agreement contains no matters that are unlawful.
 - a) Any term of this Agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this Agreement and of no legal effect.
 - b) Any term of this Agreement that is, in whole, or in part, an unlawful term is, to extent it is an unlawful term, severed from this Agreement and of no legal effect.
 - c) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted manners.

6. DEFINITIONS

Agreement means the South Eastern Community Care Nurses Agreement 2022

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

Part Time Employee means someone, other than a casual employee, engaged to work on days and for periods in accordance with a roster, determined four weeks in advance, for fewer hours than a full-time employee.

Shift Worker for the purposes of the NES is an employee who is regularly rostered to work outside the span of hours a Day Workers specified in clause 17.1.

FWC means the Fair Work Commission or its' successor.

Act means the *Fair Work Act 2009* (Cth)

Immediate family member means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (eg. step-parents and step-children) as well as adoptive relations.

NES means the National Employment Standards

Relevant rate means the salary for an employee's classification as specified in Schedule 1 to the Agreement and as varied in accordance with the salary increases specified in this Agreement.

Relevant hourly rate means the relevant rate, as defined, divided by 52 and then divided by 38.

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

Union means the Australian Nursing and Midwifery Federation, Tasmanian Branch

Years of service means 1976 ordinary hours worked, and includes paid public holidays, annual leave and personal leave.

7. CONSULTATION REGARDING CHANGE

7.1 This Clause applies if the Employer has made a definite decision to:

- a) introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect of employee(s) of the enterprise; or
- b) change an employee's regular roster or ordinary hours of work.

7.2 For a change referred to in clause 7.1a) and 7.1b) the Employer must notify the relevant employee(s) of the decision to introduce the change.

7.3 The relevant employee(s) may appoint a representative for the purposes of the procedures in this clause.

7.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for purposes of consultation; and
- b) the employee or employees advise the Employer of the identity of the representative;
- c) the Employer must recognise the representative.

7.5 As soon as practicable after making its decision, the Employer must:

- a) Discuss with the relevant employee(s):
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Employer is taking to avert or mitigate any effect of the change on the employee(s); and
- b) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employee(s); and
 - (iii) any other matters likely to affect the employee(s).
- c) For a change to an employees' regular roster or ordinary hours of work the Employer must:
 - (i) provide information to the employees about the change;
 - (ii) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views given by the employees about the impact of the change.
- d) While the process described in this clause is underway, the parties will respect the status quo.
- e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- g) If a condition in the enterprise 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 sub-clauses 7.2, 7.3 and 7.5 are taken not to apply.
- h) In this clause a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs; or
 - (viii) changes to the legal or operational structure of the employer or business.

8. DISPUTE RESOLUTION

8.1 If a dispute relates to:

- a) A matter arising under the Agreement; or
- b) the NES;

this term sets out procedures to settle the dispute.

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

8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

8.5 The FWC may deal with the dispute in 2 stages:

- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

8.6 While the parties are trying to resolve the dispute using the procedures in this term:

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

8.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

9. FLEXIBILITY ARRANGEMENTS

9.1 The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

10. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 10.1 An employee may make a request for a change in working arrangements pursuant to section 65 of the Act.
- 10.2 Such a request must be:
- a) in writing; and

- b) set out the details of the change and the reasons for the change.
- 10.3 Before responding the request, the Employer will discuss the request with the employee to try and reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
 - a) The needs of the employee arising from their circumstances
 - b) The consequences for the employee if the changes in working arrangements are not made; and
 - c) Any reasonable business grounds for refusing the request.
- 10.4 The Employer will respond to the request, in writing, within 21 days stating whether the request is approved or declined.
- 10.5 Where the request is declined, the Employer will include details of the reasons for the refusal. Such refusal will include the reason/s for the refusal, including the business grounds of grounds for the refusal and how the ground/s apply.
- 10.6 If the Employer and employee could not agree on a change in working arrangements, the written response will:
 - a) State whether or not there are any changes in working arrangements that the Employer can offer the employee so as to better accommodate the employee's circumstances; and
 - b) If the Employer can offer such changes in working arrangements, set out those changes in working arrangements.
- 10.7 If the Employer and the employee reach an agreement on a change in working arrangements that differs from that initially requested by the employee, then the Employer will provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

11. CONTRACT OF EMPLOYMENT

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

PROVIDED THAT by the agreement between the Employer and an employee, the employee may work a reduced number of hours in a week without pay for the reduction in hours.

12. TERMINATION OF EMPLOYMENT

- 12.1 Employment may be terminated by the employee giving two weeks' notice. If the employee fails to give the required notice, the employer may withhold payment for any period short of two weeks from the employee (provided that the withholding is in accordance with the requirements of the Act).

- 12.2 Employment may be terminated by the Employer giving an employee minimum period of notice as follows -

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

- 12.3 The minimum period of notice by the Employer provided in clause 12.2 is to be increased by one week if the employee is over forty-five years of age at the time of termination of employment and has completed two or more years of continuous service with the Employer.

- 12.4 The period of notice in sub-clauses 12.2 and 12.3 does not apply where:

- a) an employee has been paid compensation equal to or greater than the amounts that would have become payable if the employee's employment had continued until the required period of notice; or
- b) the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Employer to continue the employment of the employee concerned during the period notice.

13. FULL TIME EMPLOYEES

- 13.1 A full time employee is engaged to work:

- a) 38 hours per week; or
- b) An average of 38 hours per week.

14. PART-TIME EMPLOYEES

- 14.1 Before commencing part-time employment, the Employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.

- 14.2 Part-time employees shall be provided with a minimum of two continuous hours' work, or alternatively, paid for a minimum of two hours on each occasion they are required to attend work.

PROVIDED THAT where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between an employee and the Employer.

- 14.3 Part-time employees are entitled to paid annual leave, personal leave and public holidays at the relevant rate.
- 14.4 The rate of pay for ordinary hours of work for part-time employees is the relevant hourly rate.

- 14.5 Unless a part-time employee otherwise agrees, the Employer shall provide twenty-four (24) hours' notice of the cancellation of a scheduled work engagement that is in excess of the employee's contracted hours, or:
- a) pay the employee at the ordinary rate for the period of the cancelled engagement; and
 - b) upon provision of receipts, reimburse the employee for any costs of registered commercial childcare incurred for the equivalent duration of the cancelled engagement.
- 14.6 Where a part time employee is regularly rostered to work more than their specified contracted hours, the employee may apply to the employer to have their contracted hours increased. The employer will consider this request and may approve or decline the request, subject to the position of the service at the time.

15. CAUSAL EMPLOYEES

- 15.1 A casual employee is an employee engaged as such on an hourly basis.
- 15.2 Notwithstanding 15.1 above, if required to attend for work, a casual employee must be provided with a minimum of two hours work for each engagement or to be paid for a minimum of two hours for each engagement.
- 15.3 Unless a casual employee otherwise agrees, the Employer shall provide twenty-four (24) hours' notice of the cancellation of a scheduled work engagement or:
- a) pay the employee at the ordinary rate for the period of the cancelled engagement; and
 - b) upon provision of receipts, reimburse the employee for any costs of registered commercial child care incurred for the equivalent duration of the cancelled engagement.
- 15.4 The casual hourly rate of pay for ordinary hours of work is the relevant hourly rate for the employee's classification, plus a casual loading of 25% for annual leave, personal leave and public holidays.
- 15.5 A casual employee will be paid shiftwork loadings prescribed in clause 17.3 calculated on the relevant hourly rate of pay applicable to their classification (i.e. excluding the casual loading) with the casual loading then added to the penalty rate of pay.
- 15.6 Casual employees must not be placed on a roster for period in excess of eight weeks unless engaged to temporarily cover the absence of a full-time or part-time employee.
- 15.7 Conversion of casual employees

Offers and requests for conversion from casual employment to permanent employment are provided in the NES.

16. THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH

- 16.1 The Employer will endeavour to implement for full-time employees a 'nineteen-day month' working in arrangement whereby the employees receive one paid day off in every consecutive period of four working weeks, as a consequence of working equivalent additional hours.
- 16.2 Days of paid absence on public holidays and compassionate leave count toward payment of the accrued day off.

- 16.3 For any absences on leave without pay, there will be a reduction of 24 minutes in the payment for the accrued day off in respect of each such day of absence.
- 16.4 Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.
- 16.5 In the calculation of wages for overtime and work performed on Saturdays, Sundays and public holidays the hourly rate shall be calculated at the relevant hourly rate.

17. HOURS OF WORK

17.1 DAY WORKERS

- a) This clause applies to Day Workers only.
- b) The ordinary hours of work for full-time employees are an average of thirty-eight hours per week.
- c) The ordinary hours of work specified in 17.1b) above, are to be worked over five days, Monday to Friday in (except for meal breaks) continuous periods of up to eight hours per day between the spread of hours from 7:00am to 7:00pm.

PROVIDED THAT ordinary hours may be extended up to 10 hours per day by agreement between the employer and the employee.

17.2 SHIFT WORKERS

- d) The ordinary hours of work for a full-time shift work employee will be 76 hours per fortnight.
- e) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

17.3 Shift Work Penalty Rates

- a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 17.5% of their ordinary rate of pay.
- c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12:00 noon and completes those hours at or before 6:00pm on that day.

17.4 For the purposes of this clause:

- a) **Afternoon shift** means any shift commencing not earlier than 12:00 noon and finishing after 6:00pm on the same day; and
- b) **Night shift** means any shift commencing on or after 6:00pm and finishing before 7:30am on the following day.

17.5 The shift penalties prescribed in this clause will not apply to work performed on Saturdays, Sundays or Public Holidays where the extra payment prescribed by clause 17.6 applies.

17.6 Saturday, Sunday and Public Holidays

- a) Where an employee is rostered to work ordinary hours:

- (i) between midnight Friday and midnight Saturday - the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period
- (ii) between midnight Saturday and midnight Sunday - the employee will be paid a loading of 100% of their ordinary rate of pay for the hours worked during this period
- (iii) on a Public Holiday - the employee will be paid a loading of 100% of their ordinary rate of pay for the hours worked during this period

17.7 The provisions of this clause 17.2 will not apply to a Registered Nurse - Level 3.

18. CLASSIFICATIONS

- 18.1 **Enrolled Nurse - Grade 1** means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010* or as amended.
- 18.2 **Enrolled Nurse - Grade 2 medication-endorsed** means an enrolled nurse able to administer medications by the Nursing and Midwifery Board of Australia and who is required by the Employer to so administer medications.
- 18.3 **Registered Nurse** means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010* or as amended.
- 18.4 **Registered Nurse - Community Health/Domiciliary** means a registered Nurse employed in this setting who is not otherwise classified.
- 18.5 **Registered Nurse - Level 3** means a registered nurse who is engaged as such, and may be referred to as Clinical Nurse Manager.

19. SALARY INCREASES

19.1 The salaries set out in the first column of Schedule 1 to this Agreement will be increased by:

- 3.2% from the first full pay period to commence on or after 1 March 2023
- 3.0% from the first full pay period to commence on or after 1 April 2024
- 3.0% from the first full pay period to commence on or after 1 April 2025.

20. SALARIES

An employee engaged or promoted to a position within a classification prescribed in this Agreement shall be paid, subject to years of service in that classification, at the rate of salary relevant to that classification (relevant rate) as set out in Schedule 1.

21. SUPERANNUATION

21.1 The subject of superannuation is covered by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993 or as amended. This legislation governs the rights and obligations of the parties including Employers and their employees.

- 21.2 In accordance with the superannuation legislation the Employer will make all superannuation contributions on a monthly basis to a complying superannuation fund nominated by the employee. If the employee does not nominate a superannuation fund the default fund is HESTA Superannuation Fund.
- 21.3 Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.
- 21.4 A superannuation Guarantee (SG) contribution calculated in accordance with superannuation legislation will be paid monthly to the nominated fund (or the default fund in the event that the employee does not nominate a complying fund) Superannuation Fund on behalf of employees. Where an employee participates in salary packaging and/or salary sacrifice arrangements, the SG contribution will be calculated as if those arrangements did not exist.
- 21.5 An employee may make additional voluntary contributions by way of deductions from (after-tax) salary to a specified complying superannuation fund. On receiving written authorisation to make such deductions from after-tax salary together with the required documentation including a certificate that the fund to which the voluntary contribution are to be made is a complying fund, the Employers will commence making the authorised deductions for payments into the specified fund.

22. SALARY PACKAGING AND SALARY SACRIFICE

- 22.1 Employees' rate of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the Employer's salary packaging program and in accordance with the relevant legislation, and employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
- 22.2 In respect of employees who have elected to enter into a salary packaging arrangement any overtime must be calculated on the salary level which would have applied if the employee was not in the salary packaging scheme.
- 22.3 Non-salary packaged benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on workers compensation, annual or other leave with pay, including long service leave.
- 22.4 If an employee on a salary packaging arrangement goes on workers compensation, the employee will receive not less than the entitlements which would have applied if the employee was not in the salary packaging scheme.
- 22.5 If an employee who has entered into a salary packaging arrangement ceases employment with the Employer the salary packaging arrangement will cease on the date employment ceases and:
- a) all entitlements due to the employee on termination will be paid at the employee's relevant rate; and
 - b) any outstanding fringe benefits tax or salary packaging benefit held by the Employer, or the Employer's salary packaging agent, on behalf of the employee and due to the employee, will be paid less any necessary tax deduction.
- 22.6 If an employee has entered into a salary packaging arrangement, superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* must be calculated at the employee's relevant rate.

22.7 If an employee has entered into a salary packaging arrangement, annual leave loading entitlements must be calculated at the employee's relevant rate.

22.8 An employee who has entered into a salary packaging agreement will be given the opportunity to review such agreement annually, and to amend or withdraw from such agreement.

22.9 The Employer will advise each employee:

- a) that an employee's participation in salary packaging is optional and entirely voluntary;
- b) of the employee's classification level and relevant rate;
- c) that where at the end of the Fringe Benefits Tax year (end of March) the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
- d) that where salary packaging arrangements are to be cancelled by the Employer for reasons other than legislative requirements, then the Employer must give two months' notice; and
- e) that in the event the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated.

22.10 Salary Packaging arrangements shall be entered into only in accordance with this clause.

An employee may sacrifice an amount of salary which would otherwise be payable in accordance with this Agreement, and have that sacrificed amount contributed to their nominated superannuation fund.

23. ALLOWANCES

23.1 Higher duties and in-charge

- a) An employee who, for a period of four or more working days in a fortnight/pay period performs the duties of a position higher than those of the employee's normal position, shall be paid the relevant rate prescribed for the higher position or all time so worked.
- b) A Registered Nurse - Community Health/Domiciliary who, for more than half a day is required to assume charge of a unit where a Level 3 Nurse is normally employed, shall be paid \$28.50 for each day so worked for the life of the Agreement.

23.2 Post graduate qualification

- a) An Enrolled Nurse or Registered Nurse who hold post graduate qualifications shall be paid an allowance, in addition to salary, as follows:
 - (i) for a post graduate certificate - 4% of the relevant hourly rate of pay
 - (ii) for a post graduate diploma or a degree other than a nursing under graduate degree - 6.5% of the relevant hourly rate of pay; and
 - (iii) only in the case of a registered nurse, for a masters or a doctorate - 7.5% of that relevant hourly rate of pay

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

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

- b) A post graduate qualification allowance paid in accordance with sub-clause 23.2a) shall be taken into account in calculating overtime and annual leave payments.

23.3 Preceptor

- a) An Enrolled Nurse or a Registered Nurse - Community Health/Domiciliary who is appointed to act as a preceptor shall be paid an allowance of \$16.75 per shift.

23.4 Meal Allowance

- b) Where:
 - (i) An employee is required to travel 16km from headquarters; and
 - (ii) At the time of scheduled break the employee is at least 16km from headquarters; and
 - (iii) Due to circumstances that are not reasonably foreseeable, and despite taking reasonable steps, the employee is not able to take a meal break within 30 minutes of the scheduled break;
 - (iv) The employee has completed at least 5 hours work;
 - (v) The employee has no reasonable alternative other than to purchase their lunch;

on provision of receipts, the employee is entitled to be reimbursed up to \$16.48.

23.5 Overtime Meal Allowance

- a) When required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an Employee will be:
 - (i) supplied with an adequate meal where an employer has adequate cooking and dining facilities; or
 - (ii) paid a meal allowance of \$14.10.
- b) In addition to the allowance provided for in clause 23.5a)(ii), where overtime work exceeds 4 hours a further meal allowance of \$12.71 will be paid.
- c) Clauses 23.5a)(ii) and 23.5b) will not apply when an employee could reasonably return home for a meal within the meal break.
- d) On request the meal allowance will be paid on the same day as overtime is worked.

23.6 Increases to Allowances

- a) With the exception of clauses 23.1 In-Charge Allowance, clause 23.2 Post Graduate qualification and clause 23.3 Preceptor allowance, shall increase annually by the same percentages set out in clause 19.

24. PAYMENT OF WAGES

- 24.1 For the purpose of this clause, 'wages' means the relevant rate for ordinary working hours worked to which an employee is entitled and includes any other payment to which an employee is entitled under the provisions of this Agreement including allowances, loadings and overtime.
- 24.2 Wages are to be paid fortnightly during working hours and not later than Thursday.
- 24.3 When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.

- 24.4 The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.
- 24.5 Payment of wages shall be by direct deposit to a bank of financial institution or by some other method determined by the Employer, provided that employees shall nominate into which bank or financial institution their wages are to be paid.
- 24.6 The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.
- 24.7 Each employee will receive a payslip each fortnight which, in addition to requirements of the Fair Work Regulations will detail the Employee's annual leave balance where applicable.
- 24.8 Where authorised by an employee in writing, the Employer is to make deductions from the employee's wages in respect of superannuation and salary packaging.
- 24.9 Where on termination of employment an employee owes any money to the Employer, including un-recovered overpaid wages, the Employer is entitled to deduct such owed money from the employee's final pay provided the deduction is in accordance with the Act.
- 24.10 Except in circumstances beyond the control of the Employer, and subject to sub-clauses 24.9 and 24.12, an employee kept waiting past the end of the nominated pay day or at employment termination date, is to be paid the relevant overtime rate after that time, within a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.

PROVIDED THAT any period of waiting time shall not commence until the time that the employee notifies the Employer that payment of wages has not been made.

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

24.12 The provisions for payment of waiting time of 24.10 and 24.11 above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and employee agree to an alternative arrangement for payment to be made.

PROVIDED THAT if the Employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub-clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of 24.10 and 24.11 above until such time as the employee's wages are paid.

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

24.14 If payment at the time of termination is not practicable the Employer shall, on the next working day of the pay office arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account.

25. MEAL BREAKS

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

25.2 Meal break when required to work overtime:

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

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

26. OVERTIME

26.1 Subject to sub-clause 26.2 below the Employer may require an employee to work reasonable overtime at the overtime rates specified in the Agreement.

26.2 An employee may refuse to work overtime if it would result in the employee's working hours being unreasonable having regard to:

- (a) any risk to the employee's health and safety;
- (b) the employee's personal circumstances including family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the Employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

26.3 Overtime is not to be worked without the prior approval of the Employer. Such approval will not be unreasonably withheld.

26.4 Overtime rates for full time and part time employees

- a) For all time worked in excess of ordinary hours of work, payment is to be made as follows:

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

26.5 Overtime rates for casual employees shall be calculated

- a) Hours worked by casual employees in excess of the ordinary hours on any day or shift prescribed in clause 17 are to be paid as follows:

- (i) Monday to Saturday (inclusive) - 150% of the casual hourly rate for the first 2 hours and 200% thereafter;
- (ii) Sunday - 200% of the casual hourly rate; and
- (iii) Public holidays - 250% of the casual hourly rate.

26.6 Unless otherwise agreed, the number of hours to be paid for overtime work performed on a Saturday, Sunday, public holiday or by separate engagement on Mondays to Fridays outside the spread of hours, shall be paid at the relevant rate of pay for a minimum of:

- (a) 2 hours where notice of the engagement is given prior to 6:00pm on the previous day; and
- (b) 4 hours where such notice was not given.

26.7 Overtime rates apply to the exclusion of any shift penalty or penalty for working on Saturday, Sunday or a Public Holiday.

26.8 By agreement between the Employer and an employee, time off in lieu of overtime may be taken at the equivalent overtime rate specified in 26.4 above.

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

26.9 Rest period after overtime or recall to work:

- a) When overtime work is necessary or where an employee is recalled to work, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after the completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

27. ON-CALL ARRANGEMENTS

27.1 An employee recalled to work overtime at the workplace after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant hourly rate, as follow:

- a) for the first recall - a minimum payment of four hours; and
- b) for any subsequent recall - a minimum payment of three hours.

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

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

27.4 An employee who is required to be available to give advice by telephone in relation to a service operated by the Employer shall be provided with a mobile telephone for the duration of the required availability and paid an allowance as follows:

Required Availability	Allowance Payable
1 hour to less than 8 hours	\$5.85 per hour
8 to 24 hours	\$58.52 per period

PROVIDED THAT by agreement between an employee and the Employer, the employee may waive the entitlement to this allowance in lieu of other negotiated benefits.

27.5 An employee who is recalled to perform work via telephone or other electronic communication will be paid at the appropriate overtime rate for a minimum of one hours' work. Multiple electronic requests made and concluded within the same hour will be compensated within the same hours' overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

28. ANNUAL LEAVE

28.1 For each year of service with the Employer, a full-time employee is entitled to paid annual leave as follows:

- a) For Day Workers – 5 weeks; or
- b) For Shift Workers – 6 weeks.

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

28.3 Part-time employees are entitled pro-rata annual leave entitlements of full-time employees based on the ordinary hours worked (including any paid leave) by a part-time employee relative to full-time employees.

28.4 Excessive annual leave

- a) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks' paid annual leave, or 12 weeks for a shift worker.
- b) If an employee has an excessive annual leave accrual, the Employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- c) The Employer may direct an employee in writing to take one or more periods of paid annual leave if the Employer has genuinely tried to reach agreement with the employee under paragraph (b) but agreement is not reached (including because the employee refuses to confer).

Such a direction:

- (i) is of no effect if it would result in the employee's remaining accrued entitlement being less than 6 weeks; and
 - (ii) must not require that the employee take a period of annual leave of less than one week; and
 - (iii) must not require the employee to take a period of annual leave beginning less than 8 weeks, or more than 12 months after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the Employer and employee.
- d) If an employee has genuinely tried to reach agreement with the Employer under paragraph (b) but agreement is not reached (including because the Employer refuses

to confer), the employee may give written notice to the Employer requesting to take one or more period of paid annual leave. The employer must grant the paid annual leave requested by this notice if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of the notice;
- (ii) the employee has not been given a direction to take annual leave under paragraph (c);
- (iii) the period of leave granted would not result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account;
- (iv) no period of paid annual leave of less than one week would be granted;
- (v) any period of paid annual leave granted would begin at least 8 weeks but not more than 12 months after the date of the notice.

28.4 Annual leave taken shall be exclusive of public holidays.

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

28.6 If an employee's employment comes to an end in accordance with the provisions of this Agreement, the employee is to be paid pro-rata annual leave at the relevant rate and the loading specified in clause 28.7 of this Agreement.

28.7 Annual Leave Loading

- a) For any period of annual leave an employee is to be paid a loading of 17.5% of the employee's normal salary plus, where applicable, any higher duty allowance or all-purpose payment payable to employee concerned.
- b) In the case of a shiftworker, the loading paid shall be the higher of:
 - (i) 17.5% of the employee's normal salary; or
 - (ii) the projected shift penalties which would have applied to the employee had they worked the period of annual leave.

28.8 For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.

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

28.10 If the period during which an employee takes paid annual leave includes a period of personal leave, compassionate leave, parental leave or community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

29. PERSONAL LEAVE

29.1 The provisions of this clause apply to employees, other than casual employees, who are entitled to paid personal leave absences from work due to:

- a) Personal illness or injury (sick leave); or
- b) Caring or supporting an immediate family or household member (carer's leave) who requires care or support because of:
 - (i) A personal illness, or personal injury, affecting the member; or
 - (ii) An unexpected emergency affecting the member.

29.2 Amount of personal leave

- a) A full-time employee is entitled to 4 weeks, referenced to a thirty-eight hour week of personal leave, per annum.
- b) Part-time employees accrue personal leave on a pro rata basis. Specifically personal leave shall accrue on all ordinary hours worked at the rate of 0.076923 hours for each hour worked.
- c) Untaken personal leave accumulates from year to year without limitation.

29.3 Sick Leave

- a) An employee who is absent from work because of personal illness, or personal injury, is entitled to paid sick leave at the employee's relevant rate exclusive of weekend loadings or overtime subject to the following:
 - (i) Employees are not entitled to paid sick leave for any period of absence in respect of which they are entitled to workers compensation;
 - (ii) The employee must, as soon as practicable (which may be a time after the leave has started), give the Employer notice of the taking of sick leave and advise the Employer of the expected duration of the period of leave.
 - (iii) If required by the Employer, the employee, after having given notice in accordance with subclause 29.3a)(ii), must give the Employer evidence that would satisfy a reasonable person that the leave was taken for the purpose claimed.
- b) If an employee is absent on sick leave on the day immediately before or after a weekend or a week day not scheduled for work, the employee may be required to provide a certificate from a registered Medicare provider or a statutory declaration in support of the absence.

29.4 Carer's leave

- a) The notice and evidence provisions of subclauses 29.3a)(ii) and 29.3a)(iii) of this clause apply equally to the taking of carer's leave.
- b) Subject to the notice and evidence provisions of subclauses 29.3a)(ii) and 29.3a)(iii) of this clause an employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) A personal illness or injury affecting the member; or
 - (ii) An unexpected emergency affecting the member.

PROVIDED THAT an employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.

30. COMPASSIONATE LEAVE

- 30.1 An employee, is entitled to take up to five days' paid compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b) sustains a personal injury that poses a serious threat to his or her life;
 - c) dies;
- 30.2 An employee is entitled to take 2 days paid compassionate leave if a child who would have been a part of the employee's immediate family or household:
- a) is stillborn; or
 - b) if an employee, or the employee's current spouse or de facto partner, has a miscarriage.
- 30.3 The Employer may require the employee to provide evidence that would substantiate the reason for leave.

31. PARENTAL LEAVE

31.1 Entitlement to Unpaid Parental Leave

- a) Parental leave (birth related and adoption related leave) will be in accordance with the provisions contained in the NES (Division 5 - Parental Leave and Related Entitlements).

31.2 Paid Parental Leave

- a) An employee is eligible for paid parental leave if they have completed 12 months continuous service with the Employer and they are eligible to claim unpaid parental leave in accordance with subclause 31.1a) above.
- b) An eligible primary carer is entitled to be paid fourteen weeks parental /adoption leave at the relevant rate.
- c) An eligible non-primary care giver of the child is entitled to one week of paid parental/adoption leave at the relevant rate.

In addition to Employer paid parental leave entitlements within this Agreement, employees may be eligible for the Commonwealth Government Paid Parental Leave (PPL) Scheme, however varied.

32. COMMUNITY SERVICE LEAVE

- 32.1 Community Service Leave is a matter provided for in the NES (Division 8 - Community Service Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 32.2 An employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation or is involved in a voluntary emergency management activity during normal working hours is entitled to unpaid leave on application to the Employer.
- 32.3 Community Service Leave arrangements apply in respect to employees who are registered volunteers with the following emergency service organisations:

- Tasmania Fire Service;
 - Tasmanian Ambulance Service;
 - State Emergency Service; and
 - Other emergency service consistent with the NES definition.
- 32.4 The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- 32.5 The Employer will grant approval for an employee to be absent from duty so the employee can assist with an emergency situation, providing the following conditions are met:
- a) the employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely duration;
 - b) the employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - c) if required by the Employer, the employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.
- 32.6 The Employer will not unreasonably refuse a request of absence to attend an emergency situation.
- 32.7 When an employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
- a) the attendance will not affect entitlements for leave accruals and related benefits;
 - b) an injury sustained by the employee whilst attending an emergency situation will not form the basis of a claim against the Employer; and
 - c) the return to normal work duties by the employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety consideration such as the fatigue status of the employee.

33. JURY DUTY LEAVE

- 33.1 Jury Duty is matter provided for in the NES (Division 8 - Community Service Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- 33.2 Employees are entitled to receive payment for up to 10 days of Jury Duty. This leave and payment for such will be in accordance with the following provisions;
- a) An employee who has received a summons to appear for Jury Duty by a court that impacts on the employee's ability to undertake their duties must advise the Employer as soon as is practicable and discuss the circumstances of the summons.

- b) In the event that a full-time or part-time employee is required to serve on a jury, that employee will not be financially disadvantaged in terms of their wages, superannuation or accrued leave entitlements for serving as a juror.
- c) Any employee who receives payment for out of pocket wages from a court for serving on a jury, and wishes to take advantage of this policy, must produce to the Employer documentation showing the amount the employee has received for compensation of loss of wages whilst serving as a juror.
- d) On production of the required documentation, the employee will receive their fortnightly gross wage minus the amount received from the Courts. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the employee had been at work.
- e) Time served on a jury will be deemed to be time served in employment with the Employer for the purpose of accruing leave entitlements.
- f) Any taxation liability arising from the receipt of out of pocket wages from a court for serving on a jury is the sole responsibility of the employee.

34. LONG SERVICE LEAVE

The provisions of the *Long Service Leave Act 1976* (Tas) or as amended continue to apply except than an employee who has completed at least ten (10) years of continuous employment is entitled to 13 weeks' paid long service leave.

35. VACCINATION LEAVE

- 35.1 Where an employee is required by the Employer to receive particular vaccinations, the employee shall be entitled to obtain such vaccinations during working time and receive reimbursement (upon provision of receipt) for the cost of such vaccinations if applicable.
- 35.2 The employee should make the appointment at a time that is acceptable to the Employer in order to ensure that rostering arrangements are made in advance to cover the period of absence.

36. PUBLIC HOLIDAYS

- 36.1 Subject to the provisions of this Agreement employees, other than casual employees, are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Days, Monarch's Birthday, Show Day and the first Monday in November where Hobart Regatta Day is not observed, or such other day(s) which may be observed in the locality in lieu of, or in addition to, any of these public holidays.

Payment for public holidays taken and not worked is to be at the rate of pay to which the employee would have been entitled if at normal work on that day.

- 36.2 The Employer and Employee may agree on the substitution of a day or part day for a day or part day that would otherwise be the Australia Day public holiday.

37. CULTURAL LEAVE

- 37.1 An employee who is an Aboriginal or Torres Strait Islander, or is a member of another culture or religion, will be entitled to leave without pay of up to ten working days in any one calendar year:
- a) for the observation of a recognised religious occasion; or
 - b) where there is a cultural day of significance to the employee.
- 37.2 A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- 37.3 An employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- 37.4 Under normal circumstances the employee must provide at least 2 weeks' notice in writing of the employee's intention to take leave pursuant to this clause.
- 37.5 The granting of leave is subject to the operational requirements of the employer, including the capacity to make alternative staffing arrangements.

38. FAMILY VIOLENCE LEAVE

- 38.1 The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- 38.2 For the purposes of this clause the definition of 'family violence' has the same means as in the *Family Violence Act 2004 (Tas)* that includes assault (including sexual assault), verbal abuse or emotional abuse by a spouse or partner.
- 38.3 The Employer may require proof of family violence and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or a Lawyer.
- 38.4 All personal information concerning family violence will be kept confidential in line with the Employer's policy and relevant legislation.
- 38.5 The Employer will identify a contact who will be trained in family violence and privacy issues.
- 38.6 An Employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 38.7 An Employee experiencing family violence will have access of up to twenty days per year of paid leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. At its discretion, the Employer may approve additional leave.
- 38.8 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all employees, the Employer (subject to the requirements of the workplace) will approve any reasonable request from an Employee experiencing family violence for:

- a) changes to their span of hours or pattern or hours and/or shift patterns;
- b) a change to their telephone number or email address to avoid harassing contract.

39. TRAVEL EXPENSE REIMBURSEMENTS

- 39.1 Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses such as, but not limited to, meals.

PROVIDED THAT travel expenses incurred in the course of professional development under the Professional Development clause in this Agreement will only be reimbursed as agreed between the Employer and the employee.

- 39.2 If employees are required to use their own motor vehicles in connection with the business of the Employer, they are to be reimbursed on a per kilometre travelled basis at the rate of \$0.92 cents per kilometre.

40. PROFESSIONAL DEVELOPMENT

- 40.1 Employees undertaking accredited training programs associated with obtaining and improving skills and competencies relevant to the employee's activities may on application, and by agreement between the Employer and the employee, receive paid study leave.
- 40.2 The Employer will provide professional development opportunities for employees to enhance their professional skills and may, by agreement, meet the related costs including travel expenses reasonably incurred for approved professional development and training.
- 40.3 Employees shall be eligible for a maximum of five (5) days' paid leave annually for the purpose of attending conferences, seminars or short courses for the purpose of professional development. Part-time employees shall receive this leave on a pro-rata basis. Such leave shall not be cumulative.

41. UNIFORMS

Sufficient, suitable and serviceable uniforms are to be provided, free of costs, to all employees who are required by the Employer to wear uniforms.

42. RATIONALISATION OF SERVICES

The parties to this Agreement will adopt a co-operative approach in dealing with any mergers or rationalisation of services which may include, for one or more employees, changes to days and hours of work. The provisions of Clause 7 will apply to such situations.

43. REDUNDANCY

- 43.1 This clause does not apply to casual employees.
- 43.2 For the purpose of this clause redundancy includes a situation where the Employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees, or to decrease an employee's ordinary hours of work thus causing a reduction to the employee's income.

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

43.4 If a redundancy is likely to occur:

- a) the Employer will actively explore all internal redeployment opportunities for employees who are surplus to requirements;
- b) employees seeking redeployment may be retrained for other, available positions on condition that the employees concerned can demonstrate that they possess the necessary capacity for those positions;
- c) if the Employer deems it necessary for an employee to undergo re-training in order for the employee to perform the duties of the position to which the employee is being redeployed, the Employer is to provide such training, at no cost to the employee who is entitled to undertake the training during work hours; and
- d) all reasonable attempts will be made to ensure than an employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.
- e) The Employer is to provide as much notice as is reasonably practicable of an intended redundancy.
- f) The minimum period of notice to be given to an employee, excluding casual employees, affected by a redundancy is:

Employee's period of continuous service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

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

- g) Before a redundancy is affected, the Employer is in the first instance to seek expressions of interest in a voluntary redundancy package from all employees employed at the same classification level and at the same worksite in which the redundancy is being affected.
- h) In assessing expressions of interest for voluntary redundancy the Employer will take into account the skill and operational requirements of the organisation.
- i) Where retraining and redeployment opportunities are not available, the redundancy package to be paid to redundant employees, other than casual employees, is:
 - (i) notice as specified in this clause, or payment in lieu of that notice; and
 - (ii) two weeks' pay for each completed year of service and pro rata for an uncompleted year; and
 - (iii) payment for all accrued annual leave including leave loading; and
 - (iv) payment of pro-rata long service leave for employees with more than seven years' continuous service.

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

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

- k) For the purposes of this clause a week's pay means the relevant rate for the ordinary hours normally worked by the employee, and any loading and all-purpose allowances to which the employee is normally entitled.
- l) Employees who are made involuntarily redundant are to be given assistance by the Employer in seeking suitable alternative employment, including being granted paid time off to look for work and to arrange training or re-training.
- m) The Employer will pay for up to two sessions of financial counselling, from a financial advisor agreed to by the Employer and the employee, for employees who are offered a redundancy, or who express an interest in redundancy.
- n) The Employer will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an employee.
- o) In the event that a position becomes available in the Employer's establishment, the Employer is to take reasonable steps to notify employees made redundant by the Employer of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

44. UNION DELEGATE RIGHTS

- 44.1 Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to three days leave with pay each calendar year, non-cumulative, to:

- a) represent members in bargaining;
- b) represent the interest of members to the Employer and industrial tribunals;
- c) consult with Union members and other employees for whom the delegate is a bargaining representative;
- d) participate in the operation of the Union;
- e) attend Union education;
- f) address new employees about the benefits of union membership at the time that they enter employment;
- g) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
- h) attend Union annual Delegates Conference.

- 44.2 Without limiting the above, leave shall be available as follows:

Number of delegates or workplace representatives eligible for 3 days' paid leave in any 12 month period	Number of employees covered by the Agreement
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

- 44.3 The application to the Employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.
- 44.4 The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.
- 44.5 Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 44.6 Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause 'ordinary time earnings' for an employee means the classification rate, over-award payment, superannuation, which otherwise would have been payable.
- 44.7 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 44.8 An employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.
- 44.9 An employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- 44.10 In the event of a disagreement arising from the outcome of this clause the matter may be settled using the dispute settlement procedures of the Agreement.

45. NOTICE BOARD

The Employer will permit a notice board to be erected in the workplace for the use of employees and their Workplace Representatives.

46. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not pursue any claims in respect to changes to salaries and conditions of employment covered by this Agreement.

47. NO PRECEDENT

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

48. SCHEDULE 1 - SALARIES

Classification				
	1/03/2022	1/03/2023	1/04/2024	1/04/2025
		3.2%	3%	3%
Enrolled Nurse - Grade 1				
1st year of service	\$ 58,519	\$ 60,391.61	\$ 62,203.36	\$ 64,069.46
2nd year of service	\$ 59,760	\$ 61,672.32	\$ 63,522.49	\$ 65,428.16
3rd year of service	\$ 60,996	\$ 62,947.87	\$ 64,836.31	\$ 66,781.40
4th year of service	\$ 62,241	\$ 64,232.71	\$ 66,159.69	\$ 68,144.48
5th year of service	\$ 63,478	\$ 65,509.30	\$ 67,474.57	\$ 69,498.81
Enrolled Nurse - Grade 2 Medication Endorsed				
1st year of service	\$ 65,405	\$ 67,497.96	\$ 69,522.90	\$ 71,608.59
2nd year of service	\$ 67,246	\$ 69,397.87	\$ 71,479.81	\$ 73,624.20
Registered Nurse - Community Health/Domiciliary				
1st year of service	\$ 79,600	\$ 82,147.20	\$ 84,611.62	\$ 87,149.96
2nd year of service	\$ 85,798	\$ 88,543.54	\$ 91,199.84	\$ 93,935.84
3rd year of service	\$ 88,904	\$ 91,748.93	\$ 94,501.40	\$ 97,336.44
4th year of service	\$ 90,970	\$ 93,881.04	\$ 96,697.47	\$ 99,598.40
5th year of service	\$ 93,037	\$ 96,014.18	\$ 98,894.61	\$ 101,861.45
6th year of service	\$ 95,105	\$ 98,148.36	\$ 101,092.81	\$ 104,125.60
Registered Nurse - Level 3				
1st year of service	\$ 102,116	\$ 105,383.71	\$ 108,545.22	\$ 111,801.58
2nd year of service	\$ 104,513	\$ 107,857.42	\$ 111,093.14	\$ 114,425.93
3rd year of service	\$ 106,912	\$ 110,333.18	\$ 113,643.18	\$ 117,052.47
4th year of service	\$ 109,310	\$ 112,807.92	\$ 116,192.16	\$ 119,677.92

49. DECLARATION AND SIGNATORIES

Declaration

This Agreement has been negotiated through extensive consultation between management and employees.

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

Signatories

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

This Agreement is signed for and behalf of the parties.

Ms Helen Pollard

Chief Executive Officer

South Eastern Community Care

12 Sommerville Street, Sorell, Tasmania



Date: 9 / 6 / 2023

Witnessed by (signature)

Witness name in full (printed)

Witness address



Barry Ronald Chandler

Cl-12 Sommerville St, Sorell.

Ms Emily Shepherd

Branch Secretary

Australian Nursing and Midwifery Federation (Tasmanian Branch)

182 Macquarie Street, Hobart, Tasmania



Date: 09/06/2023

As the Branch Secretary of the Australian Nursing and Midwifery Federation, Tasmanian Branch, Ms Shepherd has the authority to sign the Agreement on behalf of employees who are members of the Australian Nursing and Midwifery Federation, Tasmanian Branch and are employed pursuant to this Agreement.

Witnessed by (signature)

Witness name in full (printed)

Witness address



Jessica Louise Bennett

Cl-182 Macquarie Street, Hobart