DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Southern Cross Care (Tasmania) Inc
(AG2026/1624)

SOUTHERN CROSS CARE (TAS) INC STAFF ENTERPRISE AGREEMENT 2025

Aged care industry

COMMISSIONER PANOPOULOS MELBOURNE, 6 AUGUST 2026

Application for approval of the Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2025

[1] Southern Cross Care (Tasmania) Inc (the Employer) has made an application for approval of an enterprise agreement known as the *Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2025* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the FW Act). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, has been met.

[4] The Australian Nursing and Midwifery Association (ANMF) and the Health Services Union (HSU) being bargaining representatives for the Agreement, have each given notice under s.183 of the FW Act that they want the Agreement to cover them. In accordance with s.201(2) (and based on the declarations provided by these organisations), I note that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54, will operate from 13 August 2026. The nominal expiry date of the Agreement is 30 June 2027.

COMMISSIONER

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ANNEXURE A

IN THE FAIR WORK COMMISSION

Applicant: Southern Cross Care (Tas) Inc

Matter: AG2026/1624

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Lauren Jago (Acting Chief Operating Officer) have the authority given to me by Southern Cross Care (Tas) Inc ("the Employer") to give the following undertakings with respect to the *Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2025* ("the Agreement"):

Annual Leave - Shiftworker Definition

1. The Employer undertakes that the following clause 29.1(b)(3) is added to the Agreement: *"for an Employee who would otherwise be covered by the Nurses Award 2020, is regularly rostered over 7 days of the week and regularly works on weekends*".

Trainee Rates of Pay

2. That clause 18.3 (Trainees) is replaced with:

   "*The minimum wage rate payable to any person employed to a classification covered by this Agreement but pursuant to a Registered Training Agreement shall be at least 1% more than the relevant provisions of the Aged Care Award 2010 for Employees covered by that Award, or the Social, Community, Home Care and Disability Services Industry Award 2010 for Employees covered by that Award*".

_____ ___

Signature

__03/06/2026_____

Date

SOUTHERN CROSS CARE (TAS) INC STAFF ENTERPRISE AGREEMENT 2025

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

Contents

PART I – INTRODUCTION AND PROCESSES 2
1 Title 2
2 Parties 2
3 Entire Agreement 2
4 Employees' Obligations 2
5 Term 2
6 Future Negotiations 2
7 Definitions 3
8 Supersession and Severance Provisions 4
9 Work Practices 5
10 Consultation Term 5
11 Dispute Settlement Procedure 7
12 Flexibility Term 8

PART II – CONDITIONS OF EMPLOYMENT 10
13 Employment Categories 10
14 Terms of Engagement 12
15 Termination of Employment 12
16 Redundancy 13
17 Wage Increases 16
18 Wage Rates and Classification Descriptors 17
19 Allowances 17
20 Payment of Wages 22
21 Superannuation 23
22 Salary Packaging and Salary Sacrifice 24

PART III – HOURS OF WORK AND RELATED MATTERS 25
23 Hours of Work & Shift Definitions 25
24 Shift Worker Shift Penalties 26
25 Overtime 27
26 Meal Breaks, Meal Charges and Rest Periods 32
27 Rosters 33

PART IV – PUBLIC HOLIDAYS AND LEAVE 38
28 Public Holidays 38
29 Annual Leave 38
30 Personal/ Carers Leave 43
31 Compassionate Leave 44
32 Parental Leave 45
33 Community Service Leave 46
34 Long Service Leave 46
35 Family and Domestic Violence Leave 47
36 Cultural leave 48
37 Workplace Delegates' Rights 48
38 Workplace Delegate Training 49
39 Notice Board 50
40 Workload 50
Schedule 1 – Nursing Staff Classifications and Salaries 53
Schedule 2 – General Staff Classifications and Salaries 62
Schedule 3 – Home Care Staff Classifications and Salaries 68
Schedule 4 – Allowances 75

PART I – INTRODUCTION AND PROCESSES

1 Title

This Agreement shall be known as the *Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2025*.

2 Parties

2.1 This Agreement covers and applies to:

(a) the Employer;

(b) the Employees.

2.2 The parties to this Agreement are:

(a) Southern Cross Care (Tas) Inc (ABN 18 773 507 851) of 85 Creek Road, New Town; and

(b) the Health Services Union, Tasmania Branch;

(c) the Australian Nursing and Midwifery Federation, Tasmanian Branch; and

(d) the Employees.

3 Entire Agreement

The parties acknowledge that this Agreement refers to all the conditions of employment of the Employees by the Employer.

4 Employees' Obligations

The Employee will perform duties and use equipment only within the Employee's skill, competence and training as directed by the Employer.

The Employee will carry out his or her duties at locations as directed by the Employer.

5 Term

This Agreement will become operational on the seventh day after the date of issue of the approval notice issued by Fair Work Commission (**Commencement Date**).

This Agreement will nominally expire on 30 June 2027, unless terminated or varied by the mutual consent in writing of the parties pursuant to the Act *(as amended)* or by operation of law.

6 Future Negotiations

The Employer agrees to commence negotiations with the parties for a new agreement to succeed this agreement three (3) months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.

Should negotiations for a new agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all Employees.

7 Definitions

In this Agreement:

'**Act**' means the *Fair Work Act 2009* (Cth) (as amended).

'**Aged Care Employee**' means an Employee whose classification is set out in Schedule 2.

'**Agreement**' means this enterprise agreement, the *Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2025*.

'**Base Rate of Pay**' has the same meaning as per the Act and means the hourly rate of pay that the Employee receives for ordinary hours of work. The Base Rate of Pay does not include any incentive-based payments or bonuses, loadings, monetary allowances, overtime or penalty rates or any other separately identifiable amounts.

'**Business**' means the business conducted from time to time by the Employer.

'**Care Recipient**' means a client or resident who receives care or services from the Business.

'**Casual Employee**' means an Employee who is engaged in accordance with the Act in work of a casual nature where the Employer does not make any advance commitment to continuing and indefinite work.

'Continuous Service' has the same meaning as under the Act.

'**Day Worker**' means an Employee who is rostered for duties Monday to Friday, between the following hours:

(a) 0600 – 1800 hours (Aged Care Employees)

(b) 0600 – 1900 hours (Home Care Employees and Nursing Employees)

'De Facto Partner' means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former De Facto Partner of the Employee.

'**Employee**' means an Employee engaged by the Employer and appointed to a classification in Schedule 1, Schedule 2 or Schedule 3 of this Agreement.

'**Employer**' means Southern Cross Care (Tas) Inc. ABN 18 897 890 026.

'**Engagement**' means visiting 1 or more clients in succession.

'**Full Rate of Pay**' means the rate of pay payable to the Employee as per the Act, including all the following:

(a) incentive-based payments and bonuses;

(b) loadings;

(c) monetary allowances;

(d) overtime or penalty rates;

(e) any other separately identifiable amounts.

‘**Home Care Employee**’ means an Employee whose classification is set out in Schedule 3.

'**Immediate Family**' means a spouse, De Facto Partner (including a former spouse/partner) child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse or De Facto Partner of the Employee.

'**Member of the Employee's Household**' in respect of an Employee means any person or persons who usually resides with the Employee.

‘**Nursing Employee**’ means an Employee whose classification is set out in Schedule 1.

‘**NES**’ means the National Employment Standards in the Act (as amended).

'**Roster**' means a documented arrangement setting out clearly the names of the Employees required to work in accordance with such roster, the days, dates and hours during which each Employee is required to attend for duty.

'**Shift Worker**' means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a Day Worker, and/or an Employee who worked for more than four ordinary hours on 10 or more Saturday and/or Sunday shifts in any one year effective from the anniversary date of the Employee.

8 Supersession and Severance Provisions

(a) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

(b) All existing Awards, 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.

(c) It is the intention of those covered by the Agreement that the Agreement contains only permitted matters under the Act. It is also the intention of those covered by the Agreement that the Agreement contains no matters that are unlawful.

(d) 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.

(e) Any term of this Agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this Agreement and of no legal effect.

(f) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

9 Work Practices

9.1 Position Description

Employees shall comply with their individual position description and letter of appointment for duties and accountabilities. The parties to this Agreement accept that the Employee's position description may be varied following consultation during the term of employment.

9.2 Professional Development

All parties to this Agreement will actively encourage and facilitate professional development.

An Employee who is required to undertake professional development activities shall receive their Base Rate of Pay plus any applicable:

(a) overtime for Day Workers if the training takes place outside the span of hours in clause 23.2; or

(b) penalties as prescribed by clause 24 ‘Shift Worker Shift Penalties’ of this Agreement (Shift Workers only).

Provided that:

(c) no penalties or overtime are payable for professional development activities that are not required by the Employer.

9.3 Registered Nurse Level 2

The Employer is committed to providing registered nurses with a career pathway which encourages the development of specialised clinical, management and supervisory skills. In order to support the transition from RN 1 to RN 3 and beyond, the Employer will use its best endeavours to make positions available at RN 2 at its services based on factors including resident clinical profiles and the number of nurses employed at level 1.

10 Consultation Term

10.1 This term applies if the Employer:

(a) proposes to make a major change to production, program, organisation, structure, or technology in relation to its enterprise (which has resulted in a written change proposal), or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

10.2 For a major change referred to in paragraph 10.1(a):

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) subclauses 10.3 to 10.9 apply.

10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

10.4 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

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

(a) discuss with the relevant Employees:

(1) the introduction of the change; and

(2) the effect the change is likely to have on the Employees; and

(3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant Employees:

(1) all relevant information about the change including the nature of the change proposed; and

(2) information about the expected effects of the change on the Employees; and

(3) any other matters likely to affect the Employees.

10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

10.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 10.2(a) and subclauses 10.3 and 10.5 are taken not to apply.

10.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

(a) the termination of the employment of Employees; or

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

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

(d) the alteration of hours of work; or

(e) the need to retrain Employees; or

(f) the need to relocate Employees to another workplace; or

(g) the restructuring of jobs; or

(h) Change to regular roster or ordinary hours of work.

10.10 For a change referred to in paragraph 10.1(b):

(a) the Employer must notify the relevant Employees of the proposed change; and

(b) subclauses 10.11 to 10.15 apply.

10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

10.12 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

10.13 As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the relevant Employees the introduction of the change; and

(b) for the purposes of the discussion-provide to the relevant Employees:

(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

(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause 10.1.

11 Dispute Settlement Procedure

(a) If a dispute relates to:

(1) a matter arising under the Agreement;

(2) the National Employment Standards; or

(3) Employee grievances

this term sets out procedures to settle the dispute.

(b) A party to the dispute may appoint a representative for the purposes of the procedures in this term.

(c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant

supervisors and/or management.

(d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

(e) The Fair Work Commission may deal with the dispute in 2 stages:

(1) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(2) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(A) arbitrate the dispute; and

(B) make a determination that is binding on the parties.

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

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

(f) While the parties are trying to resolve the dispute using the procedures in this term:

(1) 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

(2) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(A) the work is not safe; or

(B) applicable occupational health and safety legislation would not permit the work to be performed; or

(C) the work is not appropriate for the Employee to perform; or

(D) there are other reasonable grounds for the Employee to refuse to comply with the direction.

(g) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

12 Flexibility Term

12.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

(1) arrangements about when work is performed;

(2) allowances;

(3) annual leave loading;

(4) penalty rates; or

(5) overtime rates;

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

12.2 An individual flexibility arrangement may only be made after the individual Employee has commenced employment with the Employer.

12.3 If the Employer wishes to initiate the making of an individual flexibility arrangement, it must:

(a) give the Employee a written proposal; and

(b) if the Employer is aware that the Employee has, or should reasonably be aware that the Employee may have, limited understanding of written English, take reasonable steps to ensure that the Employee understands the proposal.

12.4 If the Employer proposes to enter into an individual flexibility arrangement with an Employee, the Employer must meet with the Employee to discuss the proposal prior to entering the individual flexibility arrangement if the Employee requests such a meeting.

12.5 The Employer must ensure that the terms of the individual flexibility arrangement:

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

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

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

12.6 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Employer and Employee; and

(c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:

(1) the terms of the enterprise 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 his or her employment as a result of the arrangement; and

(4) states the day on which the arrangement commences.

12.7 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.8 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.

12.9 The Employee has the right to seek advice prior to signing the individual flexibility agreement.

12.10 The Employer or Employee may use the dispute settlement procedure in this Agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

PART II – CONDITIONS OF EMPLOYMENT

13 Employment Categories

13.1 Full time employment

(a) 'Full time Employee' means an Employee who is engaged in work for 38 hours per week or an average of 38 hours per week as provided in the Hours of Work clause of this Agreement.

(b) Provided that full time Employees who at the commencement date of this Agreement were engaged to work 37.5 hours per week shall continue to work 37.5 hours per week.

(c) Full time Employees will receive a minimum payment for each engagement in respect of ordinary hours of work:

(1) For Employees under Schedule 2 (General Staff) – 4 hours;

(2) For all other Employees – 2 hours.

13.2 Part time employment

(a) 'Part time Employee' means an Employee who regularly works for less than 38 hours per week as provided in the Hours of Work clause of this Agreement;

(b) Part time Employees work rostered hours each week in accordance with their terms of employment;

(c) Part time Employees in this part shall receive pay and conditions as per those of a full time Employee on a pro rata basis. For example, annual leave and personal leave accrues for part-time Employees on a pro-rata basis according to their ordinary hours of work. The wage rates payable per hour are set out in the Agreement.

(d) Subject to clause 25.2(c), before commencement of employment as a part time Employee, the Employee and the Employer will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the Employee will work and the starting and finishing times each day. The terms of the agreement may be varied by further agreement in writing, including by the publication of a written roster and the Employee's attendance in accordance with that roster, a signed allocation sheet, a biometric scan, acceptance via email or text message, or similar.

(e) Part time Employees shall be entitled to annual leave and personal/carer's leave on a pro-rata basis as prescribed in this Agreement, and the holidays prescribed in this Agreement, provided that payment therefore shall be made at the rate normally paid to such Employee for a similar period of time worked.

(f) Part time Employees will receive a minimum payment of 2 hours for each engagement in respect of ordinary hours of work.

13.3 Review of Part Time Hours

Where a part time Employee is regularly working more than their specified contracted hours as agreed upon at the commencement of employment, by making a request in writing to the Employer, the Employee will have their roster fixed with agreed upon hours set out in a

variation form to reflect the increased hours.

The Employer will take into account that the hours worked in the following circumstances will not be incorporated to adjustment made.

(a) If the increased hours are as a direct result of an Employee being absent on leave or workers compensation, or:

(b) If the increase in hours is due to a temporary increase in hours to meet a short term operational requirement, for example the specific need of a client or resident.

13.4 Casual employment

(a) The rate of pay for ordinary hours of work is the Base Rate of Pay, plus a loading of 25% in lieu of entitlements in this Agreement that Casual Employees are not entitled to including annual leave, annual leave loading, paid personal/carer's leave, paid compassionate leave, payment for absence on public holidays, redundancy pay and notice on termination.

(b) Penalty rates and shift rates for a Casual Employee are calculated on the 'unloaded' wage rate (i.e. exclusive of the casual loading), with casual loading added separately.

(c) Overtime is calculated by adding casual loading to the Base Rate of Pay and then multiplying it with the overtime rate.

(d) Casual Employees will receive a minimum payment of 2 hours for each engagement in respect of ordinary hours of work.

13.5 Changes to Casual Employment Status

(a) The pathway from casual employment to permanent employment will be in accordance with the NES. This clause supplements the NES and further details about the pathway are outlined in the NES.

(b) A casual Employee may give the Employer written notification to change to permanent employment, if (in summary):
  (1) they have been employed by the Employer for a period of at least 6 months;
  (2) they believe they no longer meet the definition of a casual Employee (as defined in the Act);
  (3) they are not in dispute with the Employer about changing to permanent employment under the NES or this clause; and
  (4) during the last 6 months prior to the written notification:
    (i) the Employee has not resolved a dispute with the Employer about the pathway to permanent employment; or
    (ii) the Employer has not refused a previous notification under this pathway.

(c) The Employer must give the Employee a written response to a notification given under the NES within 21 days after the notification is given.

(d) The Employer's response must include whether the Employer accepts or does not accept the notification. Grounds for not accepting a notification are outlined in the NES.

(e) Disputes about changes to casual employment status may be dealt with under the Act and/or under clause 11 (Dispute Settlement Procedure) of this Agreement.

13.6 Minimum Engagement - Training

(a) Instead of the minimum engagements listed in clauses 13.1(c), 13.2(f) and 13.4(d), where an Employee is participating in training remotely (for example, from home),

then the minimum engagement is one hour.

(b) A part-time Employee may agree to work additional ordinary hours (including for training) in accordance with clause 13.2(d) of the Agreement. Where a part-time Employee does not agree to additional ordinary hours and works hours in excess of their agreed part-time hours for training, then overtime rates will apply.

14 Terms of Engagement

14.1 Appointment

Upon engagement, Employees will be advised of the terms of their employment in writing.

14.2 Term of Engagement

Except as otherwise provided, employment shall be by the fortnight. Any Employee not specifically engaged as a Casual Employee shall be deemed to be employed by the fortnight.

14.3 Probation

(a) Employees, other than Casual Employees, shall be subject to a probationary period of a maximum of 6 months from the date employment commences.

(b) Employees will be advised of the probationary period prior to taking up their employment.

(c) During the probationary period, employment may be terminated at any time by either party with the provision of two (2) weeks' notice (or by the Employer making a payment in lieu of notice).

14.4 Home Care Division

It is intended to provide flexibility in working arrangements for Home Care Employees.

Specifically the intention is to:

(a) Provide employment security for Home Care Employees, recognising that their regular hours may change from time to time as a result of changing client needs;

(b) Provide flexible working arrangements for Home Care Employees; and

(c) Provide working arrangements for Employees who do not work from a regular base but who are required to attend the office of the Employer weekly.

15 Termination of Employment

15.1 Employer Giving Notice

(a) The Employer may terminate an Employee's employment by giving notice of termination in accordance with the following table:

Period of continuous service	Notice Period
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) The required notice period will be increased by 1 week if the Employee is over 45 years of age at the time notice of termination is provided and has completed 2 years' continuous service with the Employer.

(c) The Employer may elect to pay an Employee upfront in lieu of the notice period. The payment in lieu is to equal the Full Rate of Pay, as defined, the Employee would have

received during the notice period.

15.2 Employee Notice

The notice period for termination required to be given by an Employee shall be the same as that required by the Employer in accordance with the table in this clause, however there is no requirement for an Employee to provide an additional week's notice where the Employee is 45 years of age or older.

15.3 Mutual Termination

The Employer and the Employee may, by mutual consent, agree to the employment ending before expiration of the period of notice with wages paid up to the time of the agreed termination.

15.4 Job search entitlement

Where the Employer has given notice of termination to an Employee, the Employee is entitled to one day of time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

15.5 Instant Dismissal

The Employer shall have the right to dismiss the Employee without notice for serious misconduct as defined in the Act and Fair Work Regulations.

15.6 Discussions prior to decision to terminate employment

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

(a) inform the Employee that the termination of their employment is being considered;

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

(c) provide the Employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.

(d) if the Employee, other than a Casual, is suspended during a period of investigation the Employee will be paid their Full Rate of Pay.

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

Any request by the Employee to meet and discuss the matter shall not be unreasonably refused by the Employer.

16 Redundancy

16.1 Redeployment and Retraining the Preferred Option

The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

16.2 Commitment to Consult

Where the Employer believes that it may be necessary to make one or more positions within the enterprise redundant, the Employer agrees to immediately notify the affected Employee(s) and to commence a process of ongoing consultation as described in the consultation clause of this Agreement.

16.3 Redeployment and Retraining Arrangements

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:

(a) The Employer will actively explore all internal redeployment opportunities for staff surplus to requirements.

(b) A staff member seeking redeployment may, if reasonable, 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.

(c) 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 staff member is being redeployed. The Employee will be entitled to undertake this training during work time.

(d) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(e) If an Employee is redeployed into a lower paying classification than their redundant position, the Employer will either provide the Employee with notice in accordance with clause 16.4 or pay them at their higher classification rate of pay (including all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the equivalent of the duration of the notice that they would have been entitled to under clause 16.4. An employee may decline an offer of redeployment into a lower paying classification and elect to receive a redundancy package pursuant to clause 16.7.

16.4 Notice of Redundancy

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 Employee's 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 Employee's income, will be 2 weeks.

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	Notice Period
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The required notice period will be increased by 1 week if the Employee is over 45 years of age at the time notice of termination or reduction in hours is given and has completed 2 years' continuous service with the Employer.

16.5 Employee leaving during redundancy notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice.

The Employee is entitled to receive the benefits and payments they would have received under clause 16.7 had they remained in employment until the expiry of the notice.

However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

16.6 Voluntary Redundancy

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 Employee's income, the Employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

PROVIDED that, the Employer will only be required to seek such expressions of interest from staff employed at the same worksite and in the same classification as the position being made redundant.

In assessing applications for voluntary redundancy, the parties acknowledge that the Employer will take into account the skill and operational requirements of the enterprise.

In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing staff, 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.

16.7 Redundancy Package

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

(a) **Voluntary Redundancies**

- Notice as per 'notice of redundancy' clause of this Agreement, or payment in lieu thereof.
- 4 weeks' pay for the first year of service as per the NES
- after the first year of service, 2 weeks' pay for each completed year of service and pro rata to 2 weeks for the final uncompleted year of service.
- Full payment of all accrued annual leave entitlements including leave loading.

(b) **Involuntary Redundancies**

- Notice as per 'notice of redundancy' clause of this agreement, or payment in lieu thereof.
- 4 weeks' pay for the first year of service as per the NES
- after the first year of service, 2 weeks' pay for each year of service and pro rata to 2 weeks for the final uncompleted year of service.
- Full payment of all accrued pro rata long service leave entitlements after 5 years of service.
- Full payment of all accrued annual leave entitlements including leave loading.

(c) 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) which causes a loss of income to the Employee, the Employer will pay a partial redundancy to such Employees as are adversely affected as follows:

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.

(d) A week's full pay shall mean:

The weekly base rate for the classification; and any penalties and all-purpose work related allowances.

16.8 Alternative Employment

All staff who are made redundant shall be given assistance by the Employer in seeking suitable alternative employment. Such staff will be granted time off with pay to seek alternative employment or to make arrangements for training or re-training.

In the case where the Employer obtains acceptable alternative employment for an Employee, including the transfer of all entitlements, the provisions of this redundancy clause (including the redundancy payments under clause 16.7) may not apply, subject to a decision by the Fair Work Commission.

Acceptable alternative employment will have been provided where the Employee is transferred to:

(a) a position which reflects the individual skills of that Employee;

(b) a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists; and

(c) a position which recognises the Employee's service with the Employer as service with the new Employer.

16.9 Financial Counselling

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 the financial counselling (up to two sessions) from a financial counsellor agreed to by the Employer and the Employee.

The Employer will provide to each Employee a fully detailed pay statement at the time when the offer of redundancy is made.

16.10 Job search entitlement

Where the Employer has given notice of termination to an employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the period of notice prescribed by clause 16.4 for the purpose of seeking other employment.

If an Employee is allowed time off without loss of pay of more than one day under this clause, the Employee must produce proof of attendance at an interview. A statutory declaration will be considered sufficient proof.

An Employee who fails to produce proof of seeking other employment is not entitled to be paid for the time off.

The entitlements in this clause apply instead of the entitlement in clause 15.5.

17 Wage Increases

17.1 The Employer will increase pay rates from the first full pay period on or after the dates specified below:

1 December 2025	3%*
1 July 2026	3.5%

*Any backpay to the first full pay period on or after 1 December 2025 will only apply to Employees who remain employed as at the Commencement Date for the Agreement. Backpay will not apply to former employees.

The increases and wage rates are detailed in Schedule 1, Schedule 2 and Schedule 3 of this Agreement.

18 Wage Rates and Classification Descriptors

18.1 Salary Advancement

(a) A full-time employee will progress to the next pay point after 12 months' continuous service at their current classification level.

(b) A part-time or casual employee will progress to the next pay point after completing 1,786 ordinary hours worked at their current classification level.

18.2 Classification Descriptors

Nurse Classifications and Wages are outlined in Schedule 1 of this Agreement.

Aged Care Employee Classifications and Wages are outlined in Schedule 2 of this Agreement.

Home Care Employee Classifications and Wages are outlined in Schedule 3 of this Agreement.

18.3 Trainees

The wage rate payable to any person employed to a classification covered by this Agreement but pursuant to a Registered Training Agreement shall be determined by reference to the relevant provisions of the *Aged Care Award 2010* for Employees covered by that Award, or the *Social, Community, Home Core and Disability Services Industry Award 2010* for Employees covered by that Award, as relevant.

19 Allowances

All allowances are outlined in Schedule 4 of this Agreement, and where applicable shall be increased in accordance with Schedule 4 of this Agreement.

19.1 Meals

Reasonable costs associated with the purchase of meals by an Employee during the course of working away from the normal place of work will be reimbursed by the Employer upon the production of receipts. This allowance is not payable where the Employee is supplied with a meal.

19.2 In Charge

An Employee who is not employed as a Facility Manager or equivalent position, may be required by the Employer to be in-charge of one the Employer's aged care facilities after 5pm Monday to Friday, on a Saturday Sunday or Public Holiday, or otherwise as agreed between the Employer and the Employee.

If such an Employee is required to remain in charge for 2 or more hours, they shall be paid the In Charge Allowance as provided for in Schedule 4 for each shift so worked.

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

19.3 On Call

(a) Nursing and Aged Care Employees who are rostered 'on-call' (other than on the Employer's premises) shall be paid the Residential On Call Allowance as provided for in Schedule 4 for each hour that the Employee is required to be available with a minimum payment per day or shift as per Schedule 4 when so rostered.

(b) Home Care Employees rostered 'on-call' (other than on the Employer's premises) shall be paid the:

(1) Weekday On Call Allowance as provided for in Schedule 4 for any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday

(2) Weekend and Public Holiday On Call Allowance as provided for in Schedule 4 for any Saturday, Sunday or Public Holiday, or part thereof.

19.4 Travel on Southern Cross Care Tas. Business

Employees, other than those who provide home care, who are required by the Employer to use a motor vehicle in the course of their duties:

(a) should explore the car options available in accordance with the Employer's policy which may include a pool car or car hire; or

(b) if the Employee cannot access a car in accordance with the Employer's policy and they are required to use their private motor vehicle in the course of their duties, shall be entitled to be reimbursed in accordance with Schedule 4.

19.5 Travel whilst delivering Home Care

Employees working in Home Care who are required to use their private motor vehicle to travel between Care Recipients will be paid wages for the time spent travelling and shall be paid an allowance per kilometre as per Schedule 4 (travel a).

Provided further that those Employees who were working in Home Care when they are required to use their private motor vehicle while delivering care services specifically for a Care Recipient shall receive the allowance as provided for in Schedule 4 (travel b).

19.6 Uniform

All Employees shall be provided with a uniform free of charge, therefore no allowance applies.

Sufficient, suitable and serviceable uniforms are provided free of cost to all Employees who are required by the Employer to wear uniforms. In accordance with this arrangement all full time staff, on appointment, are provided with two (2) pairs of bottoms, three (3) tops and one (1) jumper/jacket. Part time and Casual staff on appointment will be provided with uniforms on a pro-rata basis or at the minimum rate of one (1) bottom and one (1) top.

Replacement of uniform items will be through fair wear and tear.

19.7 Licence

Employees may be reimbursed upon prior written consent of the Employer when required to obtain a special licence.

19.8 Post Graduate

An Employee who holds a post graduate hospital certificate or post graduate certificate shall be paid, in addition to their salary, the following amount. Only one qualification allowance applies for each Employee. It must be demonstrated that the qualification is relevant to the current area of practice and is being utilised.

- Hospital/Graduate Certificate (or equivalent) 4.0% of the Base Rate of Pay.

(a) An Employee who holds a post graduate diploma or a degree (other than an under graduate degree) shall be paid, in addition to their salary, the following amount:

- A Post Graduate Diploma or Degree (or equivalent) 6.5% of the Base Rate of Pay.

(b) An Employee who holds a Masters or Doctorate, shall be paid, in addition to their salary, the following amount:

- Masters or Doctorate 7.5% of the Base Rate of Pay.

(c) The above allowance will be payable by the Employer from the time of presentation of documentary evidence of the qualification.

(d) The post graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

(e) Employees may apply to the Employer for payment/reimbursement of post graduate course fees. The Employee must make this application before commencing a course that they are seeking payment for. In considering the application, the Employer will take into account the course merit, relevance to the Employer and the Employee's role and business requirements.

19.9 Preceptor/Mentor

(a) A Level 1 or Level 2 Registered Nurse or Enrolled Nurse who is appointed by the Employer to act as a preceptor/mentor to a new Employee or student undertaking a clinical placement will receive a payment as described in Schedule 4 for every hour whilst acting in this role subject to the following:

(1) The Preceptor Program must be approved by the Employer; and

(2) Nurses will be encouraged to participate in Employer approved Preceptor/Mentor training courses.

(b) Care workers or service Employees who are appointed by the Employer to act as a mentor to a new Employee or a student undertaking a clinical placement, will be paid an allowance per hour as per Schedule 4 for up to a maximum of five shifts per new Employee or student, subject to the following:

(1) The Mentor Program must be approved by the Employer; and

(2) Employees acting as a mentor will be encouraged to participate in Employer approved Mentor training courses.

(c) Notwithstanding clauses 19.9(a) and 19.9(b), if the Employer has not approved a Mentor or Preceptor Program, however, appoints a relevant Employee to act in a Preceptor or Mentor role, the Employee will receive the Preceptor Allowance or Mentor Allowance in Schedule 4 as applicable for each hour while acting in this role.

19.10 Telephone Expenses

An Employee who uses their own mobile phone for authorised business purposes shall be reimbursed the cost of any such calls or text messages subject to once-off prior written approval from the Employer.

19.11 Mobile Phone Allowance – Home Care Employees

(a) A Home Care Employee who is required by the Employer to use their personal mobile phone for direct client-related work purposes (such as communicating with clients or recording client information while in the field) shall be paid a mobile phone allowance as set out in Schedule 4.

(b) This allowance recognises circumstances where the use of a personal mobile phone is necessary to support service delivery to clients in the community.

(c) The allowance does not apply to the general or incidental use of personal mobile phones for routine activities such as checking rosters, reviewing emails, or accessing organisational applications.

19.12 Unusually Foul and Nauseous Linen

(a) Aged Care Employees working in any classification, including a laundry, who are required to handle unusually foul and nauseous linen as defined by the Employer (or a manager nominated by the Employer) shall be paid an amount as described in Schedule 4 per week extra. Part time Employees and Casual Employees shall be paid 1/38th of the weekly allowance when so engaged for each hour worked, capped by the weekly allowance amount.

(b) Employees required to handle foul and nauseous linen during a period of "lockdown" resulting from an outbreak of an infectious disease (typically gastroenteritis, COVID-19 or influenza) as prescribed in relevant State and National Guidelines and/or Standards will be paid this allowance for the period of the lockdown.

(c) Employees required to handle unusually foul and nauseous linen in a specified situation, as defined by the Employer, will be paid this allowance for the period of the specified situation. Part time Employees and Casual Employees shall be paid 1/38th of the weekly allowance when so engaged for each hour worked, capped by the weekly allowance amount.

19.13 Work Practices Allowance (Home Care and Aged Care Employees Only)

In recognition of the fact that flexible work practices currently required by the Employer apply in many facilities and that many staff at the request of the Employer work across functions outside of their substantive area of employment, all staff Home Care and Aged Care Employees shall be paid an allowance at the rate described in Schedule 4 per week for full time Employees and on a pro-rata basis for part time and Casual Employees.

19.14 Higher Duties

An Employee who performs the duties of an Employee with a higher wage rate than that in which they are ordinarily employed will be paid at the higher wage rate as follows:

(a) For a Nursing Employee, if they perform the duties for a period of 3 consecutive shifts or more, the time so worked;

(b) for an Aged Care Employee or a Home Care Employee, if they perform the duties for two hours or less—the time so worked; or

(c) for an Aged Care Employee or a Home Care Employee where the time so worked exceeds two hours—the full shift.

19.15 Unscheduled Cancellations – Home Care

(a) This clause sets out the options when a client cancels a home care service that a full-time or part-time Employee is rostered to perform, within 7 days of the scheduled service.

(1) If the Employee is provided with less than 12 hours' notice, the Employer will pay the Employee the amount they would have received had the shift or part of the shift not been cancelled.

(b) If the Employee is provided with more than 12 hours' notice, the Employer may:

(1) direct the Employee to perform other work during those hours in which they were rostered and the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater; or

(2) cancel the rostered shift or the affected part of the shift and either pay the Employee the amount they would have received had the shift or part of the shift not been cancelled or the Employee with make-up time in accordance with clause (d) below.

(c) If the Employer elects to provide make-up time the following applies:

(1) the Employer must provide the Employee with 7 days' notice of the make-up time (or a lesser period by agreement with the Employee);

(2) the make-up time must be worked within 6 weeks of the date of the cancelled service;

(3) the make-up time can include work with other clients or in other areas of the Employer's business provided the Employee has the skill and competence to perform the work; and

(4) an Employee who works make-up time will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.

19.16 Payment for AHPRA Registration

To support the professional registration of its workforce, the Employer will pay via reimbursement the Australian Health Practitioner Regulation Agency (AHPRA) Professional Membership and Registration for Employees employed as an Enrolled Nurse or Registered Nurse.

19.17 Payment for National Police Check

To ensure compliance with *Accountability Principles 2014* made pursuant to the *Aged Care Act 1997*, the Employer will pay via reimbursement for the National Police Check for all Employees.

19.18 Payment for Working with Vulnerable People Registration

To ensure compliance with the requirements towards NDIS participants under the *Aged Care Act 1997*, the Employer will pay via reimbursement for the Working with Vulnerable People Registration (Tasmania) for relevant Employees.

20 Payment of Wages

20.1 Time and Interval of Payment

(a) Wages will be paid fortnightly in arrears by deposit to an account of a financial institution nominated by the Employee.

(b) Wages are electronically transferred by the Employer so that they are deposited in the Employee's nominated bank account or financial institution by the Thursday following the end of the fortnightly pay period.

(c) Provided that where the Employer has had a problem transferring the payment electronically, payment may be made by some other means to the Employee.

(d) When a public holiday falls on a normal pay day, wages shall be transferred by the Employer on the last working day prior to the public holiday.

20.2 Authorised Deductions

Where authorised by the Employee, the Employer is able to make deductions from the Employee's wages, either during employment or on termination of the employment, in respect of any monies owed to the Employer.

Overpayment

(a) In the event of an overpayment to an Employee, where the overpayment has been made in one pay period, the following shall apply:

(1) the Employer will negotiate a repayment arrangement with the Employee;

(2) if agreement is reached, such agreement will be documented and implemented; and

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

(b) In the event of an overpayment to an Employee where the overpayment has been made over more than one pay period, the following shall apply:

(1) the Employer will negotiate a repayment arrangement with the Employee; and

(2) if agreement is reached, such agreement will be documented and implemented.

(c) In relation to (b) above, the Employer will give due consideration to the ability of the Employee to repay the overpayment. Upon termination, and subject to the authorisation of the Employee, any balance remaining of any overpayment will be deducted from any accrued entitlements or other payments due to be paid to the Employee.

(d) By agreement between the Employer and the Employee, this clause may be waived or varied.

20.3 Penalty for Late Payment

(a) Except in circumstances beyond the control of the Employer, an Employee whose pay is not paid on the day required above the Employee shall be paid at overtime rates for all time worked up to a maximum of 7.6 hours per day until such time as they receive their pay directly or it is deposited into their nominated bank account or financial institution. A pay adjustment following standard payment of wages as a result of a pay query or early payment due to a public holiday does not constitute a late payment under this clause.

(b) Provided that in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the Base Rate of Pay.

20.4 Statement of Earnings

On or prior to pay day the Employer shall provide to the Employee, particulars in writing, setting out the full details of the wages paid to the Employee, any authorised deductions which have been made from the Employee's pay, and accrued annual leave entitlements, this may be done in form of a paper pay slip or alternately, electronically.

If possible under its existing payroll system, the Employer will also provide details of an Employee's long service leave accruals.

20.5 Payment on termination of employment

(a) When an Employee has provided notice of termination of employment in accordance with clause 15.2, or the Employer has provided an Employee with notice of termination under clause 15.1 or 16.4, the Employer will pay to the Employee all wages and other monies owing by no later than the last day of the formal notice period.

(b) In all other circumstances, the Employer will pay all wages and other monies owing to an Employee by no later than 7 days after the day on which the Employee's employment terminates.

(c) The requirement to pay wages and other amounts under clauses 20.5(a) and (b) is subject to further order of the Commission and the Employer making deductions authorised by this Agreement or the Act.

20.6 Delay

Notwithstanding the above, the Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this clause, for example bank error or delay.

21 Superannuation

21.1 Superannuation contributions will be paid on behalf of eligible Employees in accordance with the NES and *Superannuation Guarantee (Administration) Act 1992 (Cth) ("the SG Act") (as amended)*.

21.2 Employer Superannuation contributions will be paid into a superannuation fund nominated by the Employee.

21.3 The fund nominated by the Employee must be a complying fund in accordance with the SG Act *(as amended)*.

21.4 The Employee shall advise the Employer of the superannuation fund into which his or her contributions are to be paid within fourteen (14) days of commencing employment with the Employer.

21.5 In the absence of an Employee nominated fund (and if there is no applicable stapled superannuation fund as identified by the ATO), the default fund shall be a fund nominated by the Employer, currently HESTA (Health Employees Superannuation Trust of Australia) provided it continues to offer a My Super option.

22 Salary Packaging and Salary Sacrifice

22.1 The rate of pay specified in the applicable wage rate schedule of this Agreement may be packaged in accordance with the Employer's salary packaging program and the relevant legislation.

22.2 By agreement with the Employer, Employees who elect in writing to do so, may convert a component of their weekly ordinary time wage to packaged benefits.

22.3 The terms and conditions of such a package must be subject to the following provisions:

(a) Overtime and shift penalties must be calculated on the wage level which would have applied to the Employee if the Employee had not participated in salary packaging.

(b) Non-salary packaged benefits must be paid for any period in respect of which the Employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay; including long service leave.

(c) If during the life of a salary packaging agreement between the Employer and the Employee, the Employee becomes entitled to workers compensation payments, the Employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the Employer.

(d) In the event of termination of employment, all entitlements due under a salary packaging agreement will be paid as a cash wage benefit.

(e) Superannuation payments required under the *Superannuation Guarantee Act* (as amended) must be calculated on the wage rate set out in the applicable Schedule of this Agreement as if no salary packaging agreement was in place.

(f) Employees who have entered into a salary packaging agreement will maintain the ability to review, amend or withdraw from such an agreement at any time.

(g) Any negotiated increases payable to Employees covered by a salary packaging agreement shall be applied to the Base Rate of Pay before salary packaging.

(h) No Employee, as a result of entering into a salary packaging agreement, shall receive less, in wage and benefit, than currently provided for in this Agreement.

(i) In the promotion and implementation of salary packaging to Employees, the Employer will advise each Employee in writing:

(1) that there is no compulsion for any Employee to participate in salary packaging;

(2) that all conditions of this Agreement, other than salary packaging, will continue to apply;

(3) of the classification level and the current base wage payable under this Agreement;

(4) that the structure of any agreed salary package complies with taxation and other relevant laws;

(5) that they may consult with a financial adviser prior to signing any salary packaging agreement. To facilitate this, the Employee must be provided with a copy of any proposed agreement prior to being required to sign it.

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

(7) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period. Where any such balance is carried forward resulting in a liability to pay fringe benefits tax, such tax will be met by the Employee;

(8) 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 both the Employer and the Employee must give two months' notice, except in circumstances in which an Employee ceases to be employed by the Employer.

(j) 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 the individual Employee's wages will revert to those specified in this Agreement.

(k) By agreement with the Employer, an Employee may also sacrifice an additional amount of wages, which would otherwise be payable in accordance with Clause 15 of this Agreement, and have that sacrificed amount contributed to a superannuation fund. Where applicable, the provisions of this Clause shall apply to salary sacrifice arrangements.

(l) By agreement with the Employer, an Employee may also sacrifice an additional amount of wages, which would otherwise be payable in accordance with Clause 15 of this Agreement for such matters as for "non-reportable" fringe benefits and novated leases.

22.4 The Employer will make every endeavour to ensure comprehensive salary packaging arrangements are in place to maximise available benefits to all Employees.

PART III – HOURS OF WORK AND RELATED MATTERS

23 Hours of Work & Shift Definitions

23.1 The ordinary hours of work for full time Employees shall be 76 hours per fortnight.

23.2 Ordinary hours of work shall be worked between the following spread of hours:

Worker	Days	Hours
Day Worker Aged Care Employees	Monday to Friday	0600 hours to 1800 hours
Day Worker Home Care Employees and Nursing Employees	Monday to Friday	0600 hours to 1900 hours
Shift Worker	Monday to Sunday	0001 hours to 2400 hours

23.3 The maximum shift length will be eight hours. By written agreement, an Employee may work up to ten hours per shift.

23.4 Accrued Days Off

Any arrangement of working hours where a full time employee, employed and with an existing arrangement in accordance with this clause as at the approval of this Agreement, has accrued a paid day off (ADO) in each period of 28 calendar days will be grandfathered for the life of this Agreement. No new arrangements under this clause will be entered.

24 Shift Worker Shift Penalties

24.1 Shift Penalties

(a) A Shift Worker Employee shall be paid for the ordinary hours they work during the shifts set out in the relevant table below, at the corresponding penalty rate:

(1) for full time and part time Employees, the penalty rate is calculated on their Base Rate of Pay;

(2) for Casual Employees, the penalty rate is calculated on their Base Rate of Pay (excluding casual loading) with casual loading then added separately.

(3) The shift work loadings prescribed in the tables below will not apply to shift work performed by an Employee on Saturday, Sunday or public holiday where the higher Saturday, Sunday or Public Holiday loading applies.

(b) Penalty rates for Shift Worker Aged Care Employees:

Shift	Hours	Penalty rate
Early afternoon shift (**part time**)	Commences at or after 1000 and before 1300 hours, and finishes after 1800 and at or before 1900 hours	10%
Late afternoon shift (**part time**)	Commences between at or after 1300 and before 1600 hours, and finishes after 1800 and at or before 1900 hours	12.5%

Shift	Hours	Penalty rate
Early afternoon shift (**full time**)	Commences at or after 1000 and before 1300 hours, and finishes at or before 1900 hours	10%
Late afternoon shift (**full time**)	Commences between 1300 and before 1600 hours, and finishes at or before 1900 hours	12.5%
Regular afternoon shift	Commencing at or between 1600 hours and 1900 hours or finishes between 1901 – 2400 hours	15%
Night shift	Finishes between 0001 – 0730 hours OR commences prior to 6am	19%
Saturday shift	Hours worked between midnight Friday and midnight Saturday	50%
Sunday shift	Hours worked between midnight Saturday and midnight Sunday	100%
Public holiday shift	Hours worked on a Public Holiday	150%

(c) Penalty rates for Shift Worker Home Care Employees and Shift Worker Nursing Employees:

Shift	Hours	Penalty rate
Afternoon shift	Finishes between 1901 – 2400 hours	15%
Night shift	Finishes between 0001 – 0730 hours	19%
Saturday shift	Hours worked between midnight Friday and midnight Saturday	50%
Sunday shift*	Hours worked between midnight Saturday and midnight Saturday Sunday	100%
Public holiday shift	Hours worked on a Public Holiday	150%

25 Overtime

25.1 Requirement to work reasonable overtime

(a) The Employer may require an Employee to work reasonable overtime at overtime rates.

(b) Each day's overtime shall stand alone.

(c) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

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

(d) No overtime shall be worked without the prior approval of the Employer.

(e) Overtime penalty rates apply to the exclusion of the Shift Penalties.

25.2 Overtime Penalty Rates

(a) Day Workers are entitled to the overtime rates set out in the 'Day Workers' table in clause 25.2(d) if they work:

(1) outside the spread of hours specified in clause 23.2 of this Agreement;

(2) in excess of 8 hours per day (or 10 hours per day for an Employee who has agreed to work up to 10 hours per shift under clause 23.3);

(3) in excess of 76 ordinary hours per fortnight; or

(4) for a part-time Employee, hours in excess of their agreed part time hours, unless an agreement in writing has been reached pursuant to clause 13.2(d) or clause 25.2(c)(2);

(5) notwithstanding clause 25.2(a)(3), where a full-time Day Worker is required to work an additional shift in excess of their roster hours, then overtime rates will apply to the additional shift worked. This clause does not apply to part-time or casual employees.

(b) Shift Workers are entitled to the overtime rates set out in the 'Shift Worker' table in clause 25.2(d) if they work:

(1) in excess of 8 hours per shift (or 10 hours per shift for an Employee who has agreed to work up to 10 hours per shift under clause 23.3); or

(2) in excess of 76 ordinary hours per fortnight;

(3) for a part time Employee, hours in excess of their agreed part time hours, unless an agreement in writing has been reached pursuant to clause 13.2(d) or clause 25.2(c)(2);

(4) for an unrelieved Shift Worker, when a worker rostered to relieve an afternoon or night shift Employee, is not attending work to relieve that worker at the proper time;

(5) notwithstanding clause 25.2(b)(2), where a full-time Shift Worker is required to work an additional shift in excess of their roster hours, then overtime rates will apply to the additional shift worked. This clause does not apply to part-time or casual Employees.

(c) Overtime will not apply in the following circumstances:

(1) for Shift Workers, where arrangements have been made between the Employees themselves, or due to rotation of shifts; or

(2) for part time Employees, the Employer understands that part time Employees may want to work extra hours from time to time in addition to those agreed pursuant to Clause 13.2(d). The Employer where safe, practicable and reasonable, will give priority to permanent part time Employees to increase additional hours when other staff are on any form of leave and the Employee accepts more hours than their usual or contracted hours in writing;

these hours shall not be considered overtime provided that the hours do not exceed:

(3) 8 hours (or 10 hours if agreed under clause 23.3) in any one shift; or

(4) 76 hours per fortnight.

(d) Employees will be paid the overtime rates set out in the table below calculated on the Base Rate of Pay:

Day Workers		
Hours	**Permanent**	**Casual**
Monday – Friday first 2 hours	150%	187.5%
Monday – Friday after 2 hours	200%	250%
Saturday	200%	250%
Sunday	200%	250%
Public holiday	250%	312.5%

Shift Workers		
Hours	**Permanent**	**Casual**
Monday - Sunday	200%	250%
Public holiday	250%	312.5%
Unrelieved Shift Worker, first 4 hours from time notice was given to the Employer	150%	187.5%
Unrelieved Shift Worker after 4 hours from time notice was given to the Employer	200%	250%

(e) Provided always that a permanent Day Worker Employee who holds a position which regularly requires him/her to work on public holidays shall, where mutually agreeable,

be paid, in addition to any paid time off in lieu granted by the Employer concerned, at the rate of time and one half of his/her ordinary rate for the first 8 hours worked during his/her normal spread of hours, and thereafter in accordance with the overtime rates above. Provided that no Employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.

25.3 Time off in lieu of overtime

Where there is agreement in writing between the Employer and the Employee, time off in lieu of overtime may be taken at the penalty rate equivalent.

(a) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it, must be the subject of a separate agreement under this clause.

(b) An agreement must state:

(1) The number of overtime hours to which it applies and when those hours were worked;

(2) That the Employer and Employee agree that the Employee may take time off instead of being paid for overtime;

(3) That if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(4) That any payment mentioned in subparagraph (3) must be made in the next pay period following the request.

(c) Time off must be taken within a period of 3 months after the overtime is worked and at a time or times as agreed between the Employee and Employer.

(d) If:

(1) 3 months from the date the overtime was worked without an agreement to take the time off at a later date; or

(2) on the termination of the Employee's employment,

time off for overtime worked by the Employee has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to when the overtime was worked.

(e) If, on the termination of the Employee's employment, time off for overtime worked by the Employee has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to when the overtime was worked.

25.4 Rest period after overtime

(a) An Employee who works so much overtime between the termination of his/her ordinary work on 1 shift and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This subclause also applies to overtime worked under clause 25.7(a) – Call Back.

(b) If on the instructions of the Employer such an Employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double the Base Rate of Pay until he/she is released from duty for such period and shall then

be entitled to be absent until he/she has 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.

25.5 Meal Break when required to work overtime

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 as time worked. 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.

25.6 Overtime Meal Arrangements

(a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities, or be paid a meal allowance in accordance with Schedule 4 of this Agreement in addition to any overtime payment as follows:

(1) When required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour;

(2) Provided that where such overtime work exceeds four hours a further meal or allowance in accordance with Schedule 4 of this Agreement will be paid.

(b) The above clause will not apply when an Employee could reasonably return home for a meal within the meal break.

(c) On request meal allowance will be paid on the same day as overtime is worked.

25.7 Call Arrangements

(a) **Call back**

(1) Except where otherwise specifically provided an Employee recalled to work overtime after leaving his/her Employer's premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to his/her salary as follows:

(i) for the first recall a minimum payment of 4 hours' work; and

(ii) for each subsequent recall a minimum payment of 3 hours' work.

(2) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.

(3) Provided further that an Employee who is recalled to work within 2 hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of 2 hours at double time.

(4) Where an Employee is recalled to work a second time, and such recall is within the hours for which payment is already due, the time worked in the first and second recall shall be combined for the purpose of calculating payment.

(b) **Close call**

(1) An Employee may be required by the Employer to remain on close call (that is on call for duty and not allowed to leave the precincts of the facility or residence).

(2) An Employee held on close call shall:

(i) if not required to commence work be paid a minimum payment equivalent to six hours at his/her normal salary; or

(ii) if required to commence work be paid in accordance with the appropriate overtime rate, provided that such payment shall be at least equivalent to the minimum payment set forth in Clause 25.7(a)(1) of this Agreement.

25.8 Daylight Saving

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

(a) Employees shall be paid for actual time worked irrespective of the length of the shift.

(b) Employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost and all time worked shall be paid at applicable penalty rates.

(c) For the avoidance of doubt, an Employee who works an additional 1 hour due to Daylight Saving will not be entitled to any overtime payment for the 1 additional hour worked.

26 Meal Breaks, Meal Charges and Rest Periods

26.1 Meal Breaks

(a) Employees working in excess of 4 continuous hours per shift shall take a meal break of 30 minutes.

(b) All meal breaks for shift workers are paid.

(c) All other meal breaks are unpaid except in the following circumstances:

(1) When an Employee who is a Day Worker is directed by the Employer to remain at the facility and may be called upon by the Employer to return to work during a meal break, the meal break will be paid;

(2) In situations where a meal break is paid, the overtime provisions do not apply;

(3) Where an Employee on a paid meal break is interrupted during the meal break by an authorised call to duty, the Employee shall be allowed a meal break as soon as practicable for the Employee to have a meal break during the remainder of his or her ordinary work hours. An Employee is able to claim overtime for the interrupted meal break.

(4) An Employee who is on an unpaid meal break and who is directed by the Employer to work during their meal break shall, for all work performed during

such period and thereafter until a meal break is allowed, be paid at the rate of time and one half of his/her relevant agreement rate.

(d) The time of taking meal breaks will be determined by the Employer after consultation with the Employee.

(e) That in addition to meal breaks listed above each Employee who works a minimum of 4 hours will be entitled to one 15 minute paid tea break per shift.

Provided that an Employee who works a 10 hour shift in accordance with Clause 27.3 will be entitled to two 15 minute paid tea breaks.

26.2 Meal Charges

The maximum amount that shall be charged or deducted where an Employee receives a meal from his/her Employer during ordinary hours of work, shall be in accordance with and increased as per Schedule 4 of this Agreement:

26.3 Rest Periods

An Employee's supervisor may approve short breaks at appropriate times.

27 Rosters

27.1 Rest breaks between rostered work

(a) A Day Worker Employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.

(b) By mutual agreement, the 10 hour rest break may be reduced to 8 hours.

(c) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.

27.2 Shift Workers – rest breaks between rostered work shift length

Subject to the following conditions Shift Workers shall work at such times as the Employer may require:

(1) a shift shall consist of not more than 8 hours unless agreement is reached pursuant to Clause 27.3

(2) unless agreed between the parties an Employee shall not be required to start a shift unless there is a break of at least 9 hours from her/his previous shift;

(3) In the case of Home Care employees, a break of at least 10 hours from her/his previous shift

(b) Provided that agreement may be reached between the parties to allow for special circumstances.

(c) If, on the instruction of the Employer, a Nursing shift worker resumes or continues to work without having had 9 consecutive hours off duty, or as otherwise agreed, they

will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.

27.3 Ten Hour Shifts

(a) Subject to clause 23.3, an Employee (other than on Aged Care Employee working a day shift) may agree to extend their daily maximum ordinary hours to 10 hours.

27.4 Broken shifts

An Employee (other than a Nursing Employee) may work broken shifts. Broken shifts must be worked in accordance with the rostering requirements of this Agreement.

Broken shifts may be worked to a maximum span of 12 ordinary working hours per day.

Broken shifts can be worked:

(a) with 1 unpaid break (other than a meal break), in which case Broken Shift Allowance 1 in Schedule 4 applies;

(b) with 2 unpaid meal breaks (other than a meal break), in which case Broken Shift Allowance 2 in Schedule 4 applies. Such a shift may be worked if the employee has agrees to perform 2 break broken shifts.

The two hour minimum engagements for part-time and casual Employees specified in clauses 13.2(f) and 13.4(d) apply to each portion of a broken shift.

Broken shifts will be paid at ordinary rates, unless penalty rates or overtime apply as set out below.

An Employee will be paid the shift allowances in relation to work performed on a broken shift, provided that:

(c) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift (as defined by clause 24.1).

(d) The night shift allowance is not payable for work performed on a night shift that commences before 6.00 am.

Example: If an employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.

Overtime rates will not apply unless:

(e) the Employee has exceeded the daily or fortnightly limit;

(f) the second shift was not rostered;

(g) the broken shift exceeds a span of 12 working hours (in which case the portion beyond 12 hours will attract overtime rates (at 200% of the Base Rate of Pay).

An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

The Employer shall not use this subclause to reduce the full time equivalent (FTE) staff employed.

In the event of the arrangements contemplated by this subclause being discontinued, the Employee/s shall be returned to pre-existing conditions and shall not suffer any loss or prejudice in employment whatsoever.

If an Aged Care Employee works a broken shift in accordance with this clause 27.4, the breaks in the shift (other than meal breaks) shall not exceed more than 4 hours.

27.5 Number of shifts

No more than 8 shifts may be worked by an Employee in any 9 consecutive days except by mutual agreement between the Employer and Employee (and subject to WHS procedures).

27.6 Roster Changes

The structure of a whole roster will not be changed without the provision of 4 weeks' notice, provided that an Employee's place on such roster shall not be changed except on one week's notice of such change. However, a roster may be altered at any time to enable the service of the Employer to be carried on where another employee is absent from duty on account of illness or in an emergency.

Changes to rosters may also occur by mutual agreement between the Employer and Employee/s without the giving of the minimum notice periods.

Mutual agreement would include the Employee(s) being advised that they can refuse and that they may take independent advice if they wish.

27.7 Minimum days off

Provide for a minimum of 2 consecutive days off each week except where by mutual agreement between the Employer and the Employee(s) concerned, alternative arrangements are made.

27.8 Handover

In circumstances where the Employer requires the Employee to extend the normal span of their shift to allow for handover, a maximum of 15 minutes per shift will be paid for handover. This handover time will be paid at the rate applying to the shift worked by the Employee however no overtime rates apply.

For the avoidance of doubt, where there are multiple wings or clinical areas, handover from outgoing nurses to the Nurse in Charge is ordinarily undertaken within their normal rostered hours.

In the event that handovers are completed in less than 15 minutes per day only the time worked during handover will be paid.

Provided that where handover time is greater than 15 minutes per day no extra payments will be made in excess of 15 minutes.

27.9 Cancellation

Casual Employees shall be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to commencement for morning shifts and up to 6 hours prior to commencement for afternoon or night shifts.

PROVIDED THAT the above notice period is a minimum and the Employer commits to give as much notice as possible in relation to the cancellation of casual work.

PROVIDED FURTHER THAT where the minimum notice as described in the first paragraph above is not given the Employee shall be entitled to 3 hours pay.

A Casual Employee who has their shift cancelled with less than the requisite notice and who has incurred child care net fees from a registered child care provider as a result, shall on presentation of receipts to the Employer, be entitled to a full reimbursement of these child care net fees provided that the claim for reimbursement must be made to the Employer within 2 pay fortnights of incurring the loss.

Where an Employee's childcare fees have been reimbursed in accordance with the above clause, the Employer may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the Employer's business providing the Employee has the skill and competence to perform the work.

27.10 Special provisions – Home Care

Employees only Sleepovers

(a) A sleepover means when the Employer requires a Home Care Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care) and is not a 24-hour care shift (subclauses (h)-(j) herein) or an excursion (subclauses (k)-(l) herein).

(b) The provisions of 27.5 to 27.7 and 27.9 apply for a sleepover. An Employee may refuse a sleepover in the circumstances contemplated by Clause 27.6 but only with reasonable cause.

(c) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed and clean linen, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.

(d) The Employee will be entitled to a sleepover allowance as per Schedule 4 for each night on which they sleep over.

(e) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.

(f) An Employer may roster an Employee to perform work immediately before and/or immediately after the sleepover period, but must roster the Employee or pay the Employee for at least four hours' work for at least one of these periods of work. The payment prescribed by subclause (d) above will be in addition to the minimum payment prescribed by this subclause.

(g) The dispute resolution procedure in clause 11 of this Agreement applies to

the sleepover provisions.

24-hour care

(h) A 24-hour care shift requires a Home Care Employee to be available for duty in a client's home for a 24-hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than eight hours of care during this period.

(i) The Employer may only require an employee to work a 24 hour care shift by agreement.

(j) The Employee will be afforded the opportunity to sleep for a continuous period of 8 hours during the 24 hour care shift and employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.

(k) The Employee engaged will be paid eight hours work at 155% of the Base Rate of Pay for each 24-hour period.

(l) If the Employee is required to perform more than 8 hours' work during a 24-hour care shift, that work shall be treated as overtime and paid at the rate of time and half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, an on public holidays at the rate of double time and a half. The Employer and Employee may utilise the TOIL arrangement as prescribed in the overtime provision of this Agreement.

(m) An Employee may refuse to work more than 8 hours' work during the 24 hour care shift in circumstances where the requirement to work those additional hours is unreasonable.

Excursions

Where a Home Care Employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

(n) Monday to Friday excursions

(1) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.

(2) The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.

(3) Payment of sleepover allowance in accordance with the provision of subclause (d) above.

(o) Weekend excursions

Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two-week cycle, including that weekend, will not exceed 10 days.

PART IV – PUBLIC HOLIDAYS AND LEAVE

General

In accordance with the provisions of this Agreement, there is no entitlement to paid leave for a Casual Employee (other than long service leave).

28 Public Holidays

28.1 For the purposes of this agreement 'Public Holidays' means the following days:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac day, Queens Birthday, Show Day and Recreation Day where Hobart Regatta Day is not observed, or such other day or part-day in accordance with the NES.

28.2 When Christmas Day (25 December) falls on a Saturday or Sunday, this Agreement will observe a Public Holiday on both the 25th December and the additional subsequent weekday.

28.3 A public holiday will also include any day substituted for or made additional to a day listed above as provided for under the *Tasmanian Statutory Holidays Act 2000*

28.4 An Employee who works on any of the holidays mentioned in this clause, where such holiday applies at his/her normal place of work, but because his/her duties require the Employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

28.5 An Employee, in addition to their ordinary pay for work performed on a public holiday shall be paid a loading of 150% on their Base Rate of Pay. For Casual Employees, the penalty rate is calculated on their Base Rate of Pay (excluding casual loading) with casual loading then added separately.

28.6 The Employer and an Employee may agree to substitute another day (or part-day) for a day (or part-day) that would otherwise be a public holiday under the NES (including Australia Day).

29 Annual Leave

29.1 Entitlement

(a) Full time and part time Employees shall be entitled to 4 weeks' paid annual leave.

(b) For the purpose of the NES a shiftworker, for the purpose of an additional one week of annual leave, a shiftworker is an Employee who:

(1) is regularly rostered to work their ordinary hours outside the ordinary hours of work as a Day Worker as defined in this Agreement; and/or an Employee who worked for more than four ordinary hours on 10 or more Saturday and/or Sunday shifts in one year effective from anniversary date; or

(2) for employees who would be otherwise covered by the *Social, Community, Home Core and Disability Services Industry Award 2010,* an Employee works at least eight 24-hour care shifts in accordance with clauses 27.10(h) – (j) during a yearly period in one year, effective from their anniversary date.

(c) Annual leave is cumulative fortnightly and will accrue on a pro-rata basis for part time Employees.

(d) A period of annual leave does not break an Employee's continuity of service.

(e) An Employee who is certified as unfit for duty because of personal illness by a medical practitioner 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.

29.2 Payment for leave

(a) For the purposes of annual leave, the payment for annual leave is the Employee's Base Rate of Pay immediately before the period of leave begins.

(b) In addition to the Base Rate of Pay, a shift-worker will also receive the greater of:

(1) any incentive-based payments and bonuses, loadings, monetary allowances, penalty rate or any other similar separately identifiable entitlements for shift workers; or

(2) 17.5%.

(c) For Day Workers, a 17.5% annual leave loading will be paid on leave taken.

(d) The foregoing provisions are subject to the conditions detailed in Clause 29.6 Cashing Out Annual Leave of this Agreement.

29.3 Time of taking leave

(a) Annual leave is to be taken at a mutually agreed time subject to the operational requirements of the business.

(b) The Employee must give the Employer 4 weeks' written notice of intention to take annual leave.

(c) The Employer shall respond to a request for annual leave within 2 weeks of receipt.

(d) The Employer will not unreasonably refuse to authorise an Employee to take an amount of annual leave that is credited to the Employee, or revoke an authorisation enabling an Employee to take annual leave during a particular period.

(e) There is no maximum limit (except to the extent of the accrual) on the amount of annual leave that an Employer may authorise an Employee to take.

29.4 Excessive Leave Accruals (general provision)

(a) An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 29.1(b)).

(b) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 29.5 sets out how an Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 29.6 sets out how an Employee who has an excessive leave accrual may require an Employer to grant paid annual leave requested by the Employee.

29.5 Excessive leave accruals: direction by Employer that leave be taken

(a) If an Employer has genuinely tried to reach agreement with an Employee under clause 29.4(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the Employer under paragraph (a):

(1) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.4,
29.5 or 29.6 or otherwise agreed by the Employer and Employee) are taken into account; and

(2) must not require the Employee to take any period of paid annual leave of less than one week; and

(3) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(4) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

(c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

(d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 29.5(b)(1).

Note 2: Under section 88(2) of the Fair Work Act, the Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

29.6 Excessive leave accruals: request by Employee for leave

(a) If an Employee has genuinely tried to reach agreement with an Employer under clause 29.4(b) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.

(b) However, an Employee may only give a notice to the Employer under paragraph (a) if:

(1) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(2) the Employee has not been given a direction under clause 29.5(a) that, when any other paid annual leave arrangements (whether made under clause 29.4,
29.5 or 29.6 or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.

(a) A notice given by an Employee under paragraph (a) must not:

(1) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.4, 29.5 or 29.6 or otherwise agreed by the Employer and Employee) are taken into account; or

(2) provide for the Employee to take any period of paid annual leave of less than one week; or

(3) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(4) be inconsistent with any leave arrangement agreed by the Employer and Employee.

(b) An Employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 29.1(b) in any period of 12 months.

(c) The Employer must grant paid annual leave requested by a notice under paragraph (a).

29.7 Payment of leave on termination of service

(a) An Employee is entitled to payment for untaken annual leave on termination of employment.

(b) Where either party terminates the employment, the untaken annual leave is paid at the amount the Employee would have been paid, had the Employee taken that period of leave.

29.8 Cashing out annual leave

(a) Paid annual leave may be cashed out by agreement with the Employer, but must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (pro rata for part-time employees).

Provided further that each cashing out of a particular amount of paid annual leave must be a separate agreement in writing. The agreement must state the amount of leave to be cashed out and the payment to be made to the Employee and the date on which the payment is to be made. The agreement must be signed by the Employer and Employee, and the Employee's parent

or guardian if the Employee is under 18 years of age.

(b) Leave cannot be cashed out in advance of it being accrued.

(c) For Day Workers, payment for cashed out annual leave will be of the full amount payable to the Employee, had the Employee taken that leave.

(d) For shift workers, payment for cashed out annual leave will be based on the average weekly rate worked by the Employee in the preceding 12 months immediately prior to the date the leave is cashed out.

(e) Payment for cashing out annual leave must be made within a reasonable period.

(f) Nothing in this clause nor in this Agreement shall be taken in any way as forcing an Employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the Employee whether or not to forgo an entitlement to take an amount of annual leave.

29.9 Purchase of annual leave

(a) This Agreement entitles an Employee to purchase up to an additional 2 weeks' annual leave per annum by agreement with the Employer. This will be by way of a percentage reduction of their gross fortnightly wage per additional week of leave. Specific cost of purchased leave will be provided to the employee at the beginning of the purchase leave cycle. The deduction shall be applied and the additional leave shall be accrued on a fortnightly pro rata basis.

(b) An Employee may only elect to purchase additional leave or cease such an arrangement on two occasions in each period of 12 months. Provided that in the case where an Employee is experiencing financial hardship and wishes to cease such an arrangement, this requirement may be waived by the Employer.

29.10 Employer Instigated Cancellation of Leave

(a) If, as a consequence of an Employer instigated cancellation of approved annual leave (whether agreed or otherwise by the Employee, and irrespective of when such cancellation notification is given) an Employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the Employee shall be entitled to recover such otherwise unrecoverable costs from the Employer.

PROVIDED THAT such claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre- holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.

PROVIDED ALWAYS that the Employer shall only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.

(b) An Employee who, during a period of annual leave, responds to an Employer instigated request to return to work during such a period of annual leave shall be entitled to redeem from the Employer any travel and other associated costs incurred in returning to work and the subsequent resumption of annual leave. Such costs are deemed to be those in excess of costs normally incurred by the Employee in travelling daily to and from work.

The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to the circumstances of the claim.

(c) An Employee, on returning to work in response to an Employer instigated request, shall be re-credited with one day's annual leave for each day or part thereof the Employee is deemed to be at work. The Employee shall be entitled to observe such additional re-credited day or days in addition to that unused portion of approved annual leave (which the Employee would have observed but for the interruption occasioned by his/her return to work) immediately upon the expiration of the period of duty for which the Employer recalled the Employee.

PROVIDED THAT an Employee may elect to take the balance of unused leave and re-credited days at a later date.

30 Personal/ Carers Leave

30.1 Entitlement

(a) An Employee will be entitled to paid personal leave if the Employee is not fit for work because of an illness or injury (personal leave) or to provide care or support to a their Immediate Family or a Member of the Employee's Household in the event of their illness or injury or in case of an unexpected emergency affecting them (carer's leave).

Note – Immediate Family or household shall have the meaning as defined under the definitions of this Agreement.

(b) Full time Employees will accrue 20 days per annum of paid personal leave. For part time Employees, paid personal leave is calculated as a pro-rata amount of the full time entitlement.

(c) Paid personal leave is cumulative.

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

30.2 Conditions

(a) The Employer is not required to pay personal/carer's leave entitlements for any period during which the Employee is absent from work because of a personal illness or injury for which the Employee receives workers compensation payments.

(b) Employees will notify the Employer of the need to take personal leave (paid or unpaid) as soon as practicable.

(c) Evidence Requirements

(1) Except for the three days outlined in subparagraph (2), all personal/carers leave applications for sick leave must be accompanied by a medical certificate or in the case of carer's leave, a medical certificate or a statutory declaration. A leave application is required for all leave.

(2) Three (3) days of personal/carers leave per financial year may be taken without supporting documentation i.e. a Leave Application only. These days may be taken as single days or in any combination up to three (3) days.

(3) Three (3) only individual, non-consecutive days of personal/carers leave per financial year may be taken without the production of a medical certificate ie with a Statutory Declaration.

(4) After two (2) or more consecutive days of personal/carers leave, a medical certificate must accompany a leave application, unless subparagraph (1) above applies;

(d) The Employer reserves the right to require an Employee to submit a medical certificate or statutory declaration for any personal leave taken (paid or unpaid) in accordance with applicable legislation.

30.3 Unpaid Leave

(a) In the event that an Employee has exhausted his or her paid personal leave entitlements, or has no entitlement to personal leave, and they comply with the relevant statutory requirements, he or she will be entitled to an additional 2 days' unpaid carer's leave per occasion in the event of illness or injury of, or an unexpected emergency affecting, an Immediate Family member or a Member of the Employee's Household. The 2 days' unpaid carer's leave do not need to be taken consecutively.

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

31 Compassionate Leave

31.1 Employees, other than Casuals, will also be entitled to take up to 3 days' paid compassionate leave for each permissible occasion when a the Employee's Immediate Family or a Member of the Employee's Household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life or for stillbirth or miscarriage in accordance with the NES. The leave can be taken in 3 consecutive days, 3 single days or in distinctly separate periods if the Employer and Employee agree.

31.2 Employees, other than Casuals, will be entitled to 5 days of compassionate leave on the death of a: parent, partner or child, or a member of the Employee's Immediate Family or Employee's Household.

31.3 Employees, other than Casuals, who need to travel interstate under this provision may be entitled to an extra 2 days leave paid compassionate leave on application.

31.4 Casual Employees are entitled to unpaid leave for the same periods as those specified above.

31.5 An Employee who is entitled to compassionate leave under this part is entitled to take the compassionate leave at any time while the illness or injury persists.

31.6 Additional leave may be granted at the discretion of the Employer. Such leave will be unpaid.

32 Parental Leave

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

The provisions of this clause apply to full time, part time and eligible Casual Employees, but do not apply to other Casual Employees.

32.1 Definitions

For the purposes of this clause:

'**Eligible Casual Employee**' means a Casual Employee:

(a) employed by an Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

(b) An Employer must not fail to re-engage a Casual Employee because:

- the Employee or Employee's partner is pregnant; or
- the Employee is or has been immediately absent on parental leave.

(c) The rights of an Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

32.2 Basic Entitlement to Parental Leave

An Employee is entitled to Parental leave in accordance with the NES.

32.3 Paid Parental Leave

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

(1) have been employed for 12 months' continuous service prior to the expected date of confinement;

(2) not be a Casual Employee

(b) An eligible female Employee is entitled to 14 weeks of paid maternity leave.

(c) An eligible male Employee or non-birth partner Employee is entitled to 2 weeks of paid paternity leave at the time of birth/adoption of child.

(d) Paid parental leave is granted to an Employee on the following conditions:

- Leave must be taken in a single unbroken period
- Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks

- It is to be paid at an Employee's Base Rate of Pay
- It is not to be extended by public holidays or any other leave falling within the period of leave.
- Paid parental leave may be paid:
  - On a normal fortnightly basis; or
  - At the rate of half pay over a period of 28 weeks on a regular fortnightly basis
- Annual and/or long service leave credits can be combined with periods of maternity leave on full or half pay to enable an Employee to remain on paid leave for that period.

(e) Part time Employees are entitled to the same provisions as full time Employees. Payment will be at the Base Rate of Pay based on the Employee's projected roster at the time of taking leave.

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

33 Community Service Leave

Community Service Leave will be in accordance with the provisions contained in the NES (Division 8 – Community Service Leave).

Community Service Leave covers Jury Duty and Community Emergency Activity unpaid leave.

Eligible Employees are entitled to receive their applicable ordinary hourly rate of pay for attending Jury Service (limited to 10 days' maximum under the NES).

The Employee shall notify the Employer as soon as practical of the date on which they are required to attend for Jury Service. The Employee will also provide the Employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.

Upon notification to attend for Jury Service, the Employee is required to submit a Leave Application Form.

Up to 5 days of paid leave may be available, on application, for Community Emergency Activity leave.

34 Long Service Leave

The provisions of the *Long Service Leave Act 1976* (as amended) will apply to Employees covered by this agreement.

Employees who achieve 10 years' continuous service with the Employer will be entitled to long service leave of 8.66 weeks.

Employees who achieve at least 7 years' continuous service but less than 10 years continuous service may be entitled to pro-rata leave on termination of employment.

35 Family and Domestic Violence Leave

35.1 General Principle

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 and domestic violence.

35.2 Definition of Family and Domestic Violence

Family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by an Employee's Immediate Family or who is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

35.3 General Measures

(a) Proof of family and domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family and Domestic Violence Support Service or Lawyer.

(b) All personal information concerning family and domestic violence will be kept confidential.

(c) The Employer will identify a contact person who will be trained in family and domestic violence and privacy issues and will advise the name of the contact to all Employees.

(d) An Employee experiencing family and domestic violence may raise the issue with their manager or the contact person.

(e) When requested by the Employee, the contact person will liaise with the Employee's manager on the Employee's behalf and will make recommendations on the most appropriate form of support to provide in accordance with sub clauses 3 and 4.

(f) The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an Employee reports family and domestic violence.

35.4 Leave

(a) An Employee experiencing family and domestic violence will have access to up to 20 days of paid special leave in each calendar year to attend to activities related to family and domestic violence (e.g. medical appointments and legal proceedings). Entitlements to personal/carers and annual leave together with unpaid leave may also be accessed. All leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval in emergency situations.

(b) An Employee who supports a person experiencing family and domestic violence may take carers leave to accompany them to court, hospital or to mind children.

35.5 Individual Support

In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, subject to the requirements of the workplace the Employer will approve any reasonable request from an Employee experiencing family and domestic violence for;

(a) Temporary changes to their span of hours or pattern of hours;

(b) Temporary Job redesign or change to duties;

(c) A temporary change to their telephone number or email address to avoid harassing contact;

(d) Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.

(e) An Employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family and domestic violence.

36 Cultural leave

(a) 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:

(1) for the purpose of observation of religious occasions; OR

(2) where there is a cultural day of significance to the Employee.

(b) A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.

(c) An Employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.

(d) Under normal circumstances the Employee must provide at least 4 weeks' notice in writing (usually by furnishing an 'Application for Leave' form) of the Employee's intention to take leave pursuant to this clause.

37 Workplace Delegates' Rights

(a) Union delegates or elected workplace representatives upon application in writing and approval by the Employer shall be granted up to five days leave each calendar year. The 5 days granted will be unpaid (however, clause 38 of the Agreement provides for paid workplace delegate training where the conditions of that clause are met).

Provided that where possible the Employer will offer approved union delegates additional shifts to 'backfill' to prevent loss of wages. For example, if a union delegate is away from the workplace for one shift, the Employer where possible will offer one additional shift to the union delegate. The additional shifts will be offered in the same four-week period the leave is taken.

(b) This leave is non-cumulative and is applicable for the purpose, union annual Delegates Conference, participate in the operation of the Union and address new Employees about the benefits of union membership at the time that they enter employment.

Provided that other delegate or workplace representative rights such as representing members in bargaining, representing the interests of members to the Employer and industrial tribunals and consulting with union members and other Employees for whom the delegate is a bargaining representative shall be paid time if rostered to work.

(c) 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.

(d) 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.

(e) Leave of absences under the clause shall count as service for all purposes of this Agreement.

(f) 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.

(g) An Employee may be required to satisfy the Employer of attendance at the course to qualify for being offered additional shifts.

(h) 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.

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

(j) Nothing in this clause will provide a less favourable outcome for delegates' rights than section 350C of the Act and the relevant modern award. Where an entitlement in this clause is less favourable than the relevant modern award, then the modern award delegates' rights term (as amended and varied from time to time) will apply to the extent of any inconsistency.

38 Workplace Delegate Training

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 workers, subject to the following conditions:

(a) 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 workers.

(b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:

(i) full-time or part-time employees; or
(ii) regular casual employees.

(c) 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.

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

(e) If requested by the Employer, the workplace delegate must provide the employer with an outline of the training content.

(f) 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.

(g) 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.

In this clause, eligible workers means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise

39 Notice Board

The Employer shall provide a notice board of reasonable dimensions in a prominent position in the establishment upon which accredited union representatives shall be permitted to post formal union notices.

40 Workload

(a) The Employer will ensure that supervisors and 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.

(b) The Employer will ensure that supervisors and managers monitor the hours where Employees regularly work hours in excess of the hours for which they are employed. These circumstances will be reviewed.

(c) In most circumstances vacant positions will be filled within three months. If it appears likely that will not be the case, consultation between management and staff will occur, to identify measures to be put in place to address any issues which may arise as a result of a position not being filled.

(d) An Employee may identify a workload issue, concern or suggestion relating to workload using the Employer's continuous improvement procedures.

(e) If the continuous improvement procedure fails to result in a resolution of the issue, concern or suggestion relating to workload, the Employee may utilise Clause 11 – Dispute Settlement Procedure to resolve the matter.

SIGNATURE PAGE

Signed for and on behalf of:

Southern Cross Care (Tas) Inc	**The Health Services Union, Tasmania Branch**
Signature:	Signature:
Date: 25th June 2026	Date: 26/6/26
Printed Name: LAUREN JAGO	Printed Name: ROBBIE MOORE
Address: C/O 85 CREEK ROAD NEWTOWN TAS 7008	Address: 11 CLARE ST. NEW TOWN TAS 7008
Authority to Sign: Acting Chief operations officer.	Authority to Sign: STATE SECRETARY
Australian Nursing and Midwifery Federation, Tasmanian Branch	**Employee Bargaining Representative**
Signature:	Signature:
Date: 30/06/2026	Date: 24.6.26
Printed Name: Emily Shepherd	Printed Name: Robyn Howard
Address: 182 Macquarie Street Hobart TAS 7000	Address: 7/16 Evergreen Tce Geeston Bay TAS 7015
Authority to Sign: Branch Secretary of the ANMF Tasmanian Branch	Authority to Sign: Employee Union Delegate

Schedule 1 – Nursing Staff Classifications and Salaries

1 Salary Entry Registered Nurses

A registered Nurse who holds a University qualification which results in their initial registration with the Australian Health Practitioners Regulation Agency shall commence as a registered Nurse Level 1 Year 2.

2 Salary Re-entry Registered Nurses

Registered Nurses undertaking the re-entry to practice course shall be paid at Level 1 Year 1 during their course clinical time. The nurse shall be paid as a Level 1 Year 2 Registered Nurse for the first 1976 hours. 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.

3 Salary Re-entry Enrolled Nurses

Enrolled Nurses undertaking the re-entry to practice course shall be paid at the first increment of the Enrolled Nurse pay scale during their course clinical time. The nurse shall be paid as an Enrolled Nurse Pay Point 1 for the first 12 months. 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.

4 Enrolled Nurse Upgrade to Registered Nurse

An Enrolled Nurse who completes a period of study that entitles them to seek registration with the Australian Health Practitioners Regulation Agency shall, if they wish to continue with the Employer, be transferred to a position as Registered Nurse within the facility, where such position is available.

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

5 Pay Point Advancement

Employees will advance through pay points within a classification in accordance with clause 18.1.

Advancement into a new level of classification can only occur with advancement as per the requirements of this agreement.

Clause 18.1 does not apply to advancement to Enrolled Nurse Pay Point 4 or Enrolled Nurse Pay Point 5. An Employee may only commence at, or advance to, these pay points where the Employee provides evidence, to the satisfaction of the Employer, that they meet the qualification, experience and competency requirements prescribed for those pay points in this Agreement.

Enrolled nurses

Enrolled nurse-pay point 1

Pay point 1 refers to Re-entry enrolled nurse only as per Schedule 1 (3) above.

Enrolled nurse-pay point 2

(a) An Employee will be appointed to this pay point based on training and experience to

an EN/DIV2 qualification as recognised by APRHA.

(b) Skill indicators

- The Employee has limited or no practical experience of current situations; and
- The Employee exercises limited discretionary judgement, not yet developed by practical experience.

Enrolled nurse-pay point 3

(a) An Employee will be appointed to this pay point based on training and experience to an EN/DIV2 qualification as recognised by APRHA.

(b) Is in the second year of practice. New Employees who can provide an evidence of practice of one year or more would be employed at this rate.

(c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- Speed and flexibility in accurate decision making;
- Organisation of own workload and ability to set own priorities with minimal direct supervision;
- Observation and assessment skills to recognise and report deviations from stable conditions across a broad range of resident and/or service needs; and/or
- Communication and interpersonal skills to meet psychosocial needs of individuals/groups.

Enrolled nurse-pay point 4

(a) An Employee appointed to or progressing to this pay point:

(1) has been employed as an Enrolled Nurse at pay point 3 and demonstrates advanced competence within the scope of Enrolled Nurse practice;
(2) has successfully completed at least one (1) post-registration qualification at VET or higher-education level in a specialty clinical area recognised and approved by the Employer, including, but not limited to, infection prevention and control, wound care management, medication safety including intravenous (IV) medication administration where applicable, recognition and response to clinical deterioration, dementia care, or palliative care; and
(3) demonstrates enhanced clinical capability through the application of the additional knowledge and skills obtained through the post-registration qualification, provides mentoring and technical support to junior Enrolled Nurses and Extended Care Assistants (ECAs), and participates in audits, education activities and quality improvement initiatives within the practice setting.

Enrolled nurse-pay point 5

(a) An Employee appointed to or progressing to this pay point:

(1) has been employed as an Enrolled Nurse at pay point 4 for a minimum of two (2) years and demonstrates advanced competence and experience within the scope of Enrolled Nurse practice;
(2) is enrolled in a course of study which, upon completion, entitles the Employee to

seek registration as a Registered Nurse with the Australian Health Practitioner Regulation Agency (AHPRA);

(3) has successfully completed at least two (2) post-registration qualifications at VET or higher-education level in specialty clinical areas recognised and approved by the Employer, including, but not limited to, infection prevention and control, wound care management, medication safety including intravenous (IV) medication administration where applicable, recognition and response to clinical deterioration, dementia care, or palliative care; and

(4) demonstrates advanced clinical capability through the application of the additional knowledge and skills obtained through the post-registration qualifications, provides clinical guidance and mentoring to Enrolled Nurses and Extended Care Assistants (ECAs), and assists Registered Nurses with induction, coaching and performance feedback within the practice setting.

Transitional Arrangements – Enrolled Nurses

(a) Upon commencement of this Agreement, existing Employees classified as Enrolled Nurses Pay Point 3 may apply to be placed at Enrolled Nurse Pay Point 4 or Enrolled Nurse Pay Point 5 where the Employee provides evidence, to the satisfaction of the Employer, that they meet the qualification, experience and competency requirements prescribed for those pay points in this Agreement.

(b) For the purposes of progression to Enrolled Nurse Pay Point 5 under this clause, an Employee must have completed a minimum of two (2) years of continuous service at Enrolled Nurse Pay Point 3, or for part-time and casual employees, a minimum of 3,572 ordinary hours worked at Enrolled Nurse Pay Point 3.

Registered nurses

Registered nurse-level 1 (RN1)

(a) An Employee at this level performs their duties:

(1) according to their level of competence; and

(2) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

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

- delivering direct and comprehensive nursing care and individual case management to 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 ENs, and student ENs and student nurses;
- accepting accountability for the Employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

Registered nurse-level 2 (RN2)

(a) An Employee at this level:

(1) holds any other qualification required for working in the Employee's particular practice setting; and

(2) 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 a Clinical Nurse.

(b) In addition to the duties of an RN1, an Employee at this level is required, to perform duties delegated by a Clinical Nurse 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 RN1s, ENs, student nurses and student ENs;
- 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.

Registered nurse-level 3 (RN3)

(a) An Employee at this level:

(1) holds any other qualification required for working in the Employee's particular practice setting; and

(2) 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.

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

(1) 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.

(2) 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.

(3) 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.

Registered nurse-level 4 (RN4)

(a) An Employee at this level:

(1) holds any other qualification required for working in the Employee's particular practice setting; and

(2) 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 RN L4(clinical), RN L4(management), or RN L4(education).

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

(c) In addition to the duties of an RN3, an Employee at this level will perform the following duties:

(1) Duties of an RN L4(clinical) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the RN L4(management) and RN L4(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.

(2) Duties of an **RN L4 (management)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the RN L4(clinical) and RN L4(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.

(3) Duties of an **RN L4 (education)** will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the RN L4(clinical) and the RN L4(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.

Registered nurse level 5—(RN5)

(a) An Employee at this level:

(1) holds any other qualification required for working in the Employee's particular practice setting; and

(2) 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.

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

(c) In addition to the duties of an RN4, an Employee at this level will perform the following duties:

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

Nursing Staff Hourly Wage Rates

	Current Rate	FFPP on/after 01/12/2025 3.00%	FFPP on/after 1/07/2026 3.50%
Enrolled Nurse			
New Graduate	$41.60	$42.85	$44.35
1st year of service	$42.17	$43.44	$44.96
2nd year of service	$42.49	$43.76	$45.30
Pay Point 4		$44.09	$45.64
Pay Point 5		$44.43	$45.99
Registered Nurse Level 1			
Year 1	$42.98	$44.27	$45.82
Year 2	$46.09	$47.47	$49.13
Year 3	$47.19	$48.61	$50.31
Year 4	$48.18	$49.63	$51.36
Year 5	$52.59	$54.17	$56.06
Year 6	$53.46	$55.06	$56.99
Year 7	$54.27	$55.90	$57.85
Year 8	$55.91	$57.59	$59.60
Registered Nurse Level 2			
1st year of service	$59.53	$61.32	$63.46
2nd year of service	$60.16	$61.96	$64.13
3rd year of service	$60.71	$62.53	$64.72
4th year of service	$63.38	$65.28	$67.57
Registered Nurse Level 3			
1st year of service	$66.04	$68.02	$70.40
2nd year of service	$66.65	$68.65	$71.05
3rd year of service	$67.32	$69.34	$71.77
4th year of service	$67.93	$69.97	$72.42
Registered Nurse Level 4			
Grade 1	$79.43	$81.81	$84.68
Grade 2	$79.43	$81.81	$84.68
Grade 3	$79.43	$81.81	$84.68
Grade 4	$80.72	$83.14	$86.05
Registered Nurse Level 5			
Grade 1	$86.44	$89.03	$92.15
Grade 2	$89.33	$92.01	$95.23
Grade 3	$91.28	$94.02	$97.31
Grade 4	$94.08	$96.90	$100.29

***Note**: Wage rates backdated to FFPP on or after 1 December 2025 will only apply to existing employees who remain employed as at the Commencement Date of the Agreement.*

Schedule 2 – General Staff Classifications and Salaries

Aged care Employee-Band 1

Entry level:

An Employee who has less than three months' work experience in the industry and performs basic duties.

An Employee in this Band

- 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 in this band are:

General and administrative services	**Food services**
General clerk Laundry hand Cleaner Assistant gardener	Food services assistant

Aged care Employee-Band 2

An Employee in this band.

- 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 in this Band are:

General and administrative services	**Food services**	**Personal care**
General clerk/Typist (between 3 months' and less than 1 year's service) Laundry hand Cleaner Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)	Food services assistant	Personal care worker grade 1

Aged care Employee—Band 3

An Employee in this band:

- 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 in this Band are:

General and administrative services	**Food services**	**Personal care**
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Cook	Personal care worker grade 2 Recreational/Lifestyle activities officer (unqualified)

Aged care Employee—Band4

An Employee in this band:

- 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.
- In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed in this band are:

General and administrative services	**Food services**	**Personal care**
Senior clerk	Senior cook (trade)	Personal care worker grade 3

General and administrative services	Food services	Personal care
Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above) Home Care Employee • Administration		Community and Home Based Care Employees.

Aged care Employee—Band 5

An Employee in this band

- 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.

Indicative tasks performed in this Band are:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4

Aged care Employee—Band 6

An Employee in this band:

- 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 in this Band are:

General and administrative services	**Food services**
Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef

Aged care Employee—Band 7

An Employee in this band:

- 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 in this Band are:

General and administrative services	**Food services**	**Personal care**
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor	Personal care worker grade 5

Pastoral Carer - Level 1

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;
- works either individually or in a team;
- possesses well developed communication, interpersonal skills
- requires formal qualifications and/or relevant training or experience.

Pastoral Carer - Level 2

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;
- works either individually or in a team;
- possesses well developed communication, interpersonal skills
- Requires formal qualifications as a minimum at the Certificate IV in Pastoral Care or equivalent.

General Staff Hourly Wage Rates

	Current Rate	FFPP on/after 01/12/2025 3.00%	FFPP on/after 1/07/2026 3.50%
Aged Care Employee Band 1			
Services Level 1	$26.57	$27.37	$28.32
Aged Care Employee Band 2			
Administration 1A	$27.62	$28.45	$29.44
Administration 1B	$27.72	$28.55	$29.55
Administration 2A	$28.02	$28.86	$29.87
Administration 2B	$28.51	$29.37	$30.39
Administration 3A	$29.14	$30.01	$31.06
Administration 3B	$29.55	$30.44	$31.50
Aged Care Employee Band 3			
ECA Level 2	$34.12	$35.14	$36.37
Services Level 3	$28.69	$29.55	$30.58
Aged Care Employee Band 4			
ECA Level 3	$34.67	$35.71	$36.96
Services Level 4	$29.03	$29.90	$30.95
Administration 4	$30.19	$31.10	$32.18
Administration 5	$31.14	$32.07	$33.20
Administration 6	$32.22	$33.19	$34.35
Aged Care Employee Band 5			
ECA Level 4	$36.05	$37.13	$38.43
Services Level 5	$30.21	$31.12	$32.21
Aged Care Employee Band 6			
Services Level 6	$31.63	$32.58	$33.72
Aged Care Employee Band 7			
ECA Level 5	$39.86	$41.06	$42.49
Services Level 7	$32.23	$33.20	$34.36
Services Level 8	$33.03	$34.02	$35.21
Administration 7	$33.81	$34.82	$36.04
Pastoral Carer			
Level 1	$33.11	$34.10	$35.30
Level 2	$37.06	$38.17	$39.51

***Note**: Wage rates backdated to FFPP on or after 1 December 2025 will only apply to existing employees who remain employed as at the Commencement Date of the Agreement.*

Schedule 3 – Home Care Staff Classifications and Salaries

Home care Employee level 1

A position in this level has the following characteristics:

A person appointed to this position will have less than 12 months' experience in the industry.

Accountability and extent of authority

An Employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

Qualifications and experience

An Employee in this level will have commenced on-the-job training which may include an induction course.

Home care Employee level 2 (Previously Community Care Service Employee)

A position in this level has the following characteristics:

Accountability and extent of authority

An Employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, assistance with care of pets, and care of indoor and outdoor pot plants, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, assistance with communication.

Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

Qualifications and experience

As a minimum an Employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

Home care Employee level 3 (Previously Community Care Extended Care Assistant & Community Care Lifestyle Assistant)

A position in this level has the following characteristics:

Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other Employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Specialist knowledge and skills

Indicative but not exclusive tasks include:; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; assistance with communication, accompanying clients on outings, domestic assistance and organising appointments., provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; promote and maintain independent living skills: clean, fitting and removal of aids and appliances, assist with administration of medications, basic catheter care, assistance with communication, plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other Employees and members of the public.

Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

Home care Employee level 4 (Community Care Lifestyle and Leisure Coordinator)

A position in this level has the following characteristics:

Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care Employees.

Judgment and decision-making

The objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives. For Employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

Specialist knowledge and skills

(a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of planning lifestyle programs which maintain and improve mental acuity, together with skills in planning activities to manage challenging behaviours.

(b) Indicative but not exclusive of the skills required include: computer and other office skills; roster staff and direct work programs; oversee the work and training of lower level Employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

(c) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other Employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

Qualifications and experience

An Employee in this level will have satisfactorily completed the requirements of level 4 or equivalent as well as have relevant experience.

Home care Employee level 5 (Case Managers)

A position in this level includes care co-ordinator, and supervisor. A position in this level has the following characteristics:

Accountability and extent of authority

(a) Positions in this level may co-ordinate resources and/or give support to more senior Employees or be engaged in duties of a specialist nature.

(b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.

(c) Whatever the nature of the position, Employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

(d) Employees with co-ordination responsibilities are also required to ensure that all Employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Case managers must have well developed skills in clients and carer advocacy, assessment and care planning and evaluation of the effectiveness of same.

Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.

Management skills

(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and Employees' training and development.

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees. Employees in this level are

expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

Home care Employee level 6 (Coordinators)

A position in this level includes care co-ordinator of the diverse range of community care services, and supervisor. A position in this level has the following characteristics:

Accountability and extent of authority

(a) Positions in this level may co-ordinate resources and/or give support to more senior Employees or be engaged in duties of a specialist nature.

(b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.

(c) Whatever the nature of the position, Employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

(d) Employees with co-ordination responsibilities are also required to ensure that all Employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant legislation and guidelines for the variety of programs as well as procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and are responsible for the implementation of same. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees. Coordinators must have advanced skills in clients and carer advocacy, assessment and care planning and evaluation of the effectiveness of same. Coordinators require a thorough understanding of Continuous Improvement systems and are responsible for the implementation and evaluation of audits in line with the organisations systems.

Management skills

(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and Employees' training and development.

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, significant others, allied health professionals, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature. Coordinators are required to assist with the preparation of submissions and reports for external agencies.

Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level. Extensive experience as a Case Manager is required.

Home Care Hourly Wage Rates

	Current Rate	FFPP on/after 01/12/2025	FFPP on/after 1/07/2026
		3.00%	3.50%
Home Care Level 1			
Paypoint 1	$31.57	$32.52	$33.66
Home Care Level 2	-		
Service	-		
Paypoint 1	$33.87	$34.89	$36.11
Paypoint 2	$33.87	$34.89	$36.11
Home Care Level 3			
Personal Care			
Leisure & Lifestyle (L&L)			
Certificate III			
Paypoint 1	$35.21	$36.27	$37.54
Paypoint 2	$35.22	$36.28	$37.55
L&L Coordinator			
Paypoint 1	$36.17	$37.26	$38.56
Home Care Administration Band 4			
Paypoint 1	$37.88	$39.02	$40.38
Paypoint 2	$37.89	$39.03	$40.39
Home Care Level 5			
Case Manager			
Paypoint 1	$42.81	$44.09	$45.64
Paypoint 2	$42.86	$44.15	$45.69
Home Care Level 6			
Coordinator			
Paypoint 1	$59.27	$61.05	$63.18
Paypoint 2	$60.62	$62.44	$64.62
Paypoint 3	$61.95	$63.81	$66.04
Paypoint 4	$63.30	$65.20	$67.48

***Note**: Wage rates backdated to FFPP on or after 1 December 2025 will only apply to existing employees who remain employed as at the Commencement Date of the Agreement*

Schedule 4 – Allowances

Type:	Current Rate	FFPP on/after 1/12/2025 3.00%	FFPP on/after 1/07/2026 3.50%
In Charge per shift	$34.28	$35.31	$36.54
Residential			
On Call per hour	$1.68	$1.73	$1.79
On Call minimum per day/shift	$16.13	$16.61	$17.20
Home Care per 24 hour period or part thereof			
Monday - Friday	$22.88	$23.57	$24.39
Weekend or Public Holiday	$45.32	$46.68	$48.31
Residential			
per km	$0.98	$1.01	$1.04
Home Care			
Travel (a) per km	$0.98	$1.02	$1.06
Travel (b) per km	$1.11	$1.14	$1.18
Home Care Mobile Phone Allowance	$6.00	$6.18	$6.40
Preceptor per hour	$2.79	$2.87	$2.97
Mentor per hour	$2.57	$2.65	$2.74
Unusually Foul and Nauseous Linen per week	$14.95	$15.40	$15.94
Work Practices Allowance per week	$7.98	$8.22	$8.51
Broken Shift			
Allowance 1 - 1 break	$19.46	$20.04	$20.75
Allowance 2 - 2 break	$25.75	$26.52	$27.45
Home Care Sleepover per night	$54.64	$56.28	$58.25
Meal Charges			
1 Course	$6.38 (Each Course)	$6.57	$6.80
2 Courses	$5.01 (Each Course)	$5.16	$5.34
3 Courses	$4.60 (Each Course)	$4.74	$4.90
Breakfast	$4.60 (Each Course)	$4.74	$4.90
Overtime Meal Allowance	$15.10	$15.55	$16.10

***Note**: Wage rates backdated to FFPP on or after 1 December 2025 will only apply to existing employees who remain employed as at the Commencement Date of the Agreement.*

ANNEXURE A

IN THE FAIR WORK COMMISSION

Applicant: Southern Cross Care (Tas) Inc

Matter: AG2026/1624

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Lauren Jago (Acting Chief Operating Officer) have the authority given to me by Southern Cross Care (Tas) Inc ("the Employer") to give the following undertakings with respect to the *Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2025* ("the Agreement"):

Annual Leave - Shiftworker Definition

1. The Employer undertakes that the following clause 29.1(b)(3) is added to the Agreement: *"for an Employee who would otherwise be covered by the Nurses Award 2020, is regularly rostered over 7 days of the week and regularly works on weekends*".

Trainee Rates of Pay

2. That clause 18.3 (Trainees) is replaced with:

   "*The minimum wage rate payable to any person employed to a classification covered by this Agreement but pursuant to a Registered Training Agreement shall be at least 1% more than the relevant provisions of the Aged Care Award 2010 for Employees covered by that Award, or the Social, Community, Home Care and Disability Services Industry Award 2010 for Employees covered by that Award*".

_____ ___

Signature

__03/06/2026_____

Date