



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tandara Community Care Inc T/A Tandara Community Care Inc
(AG2024/2071)

THE TANDARA LODGE COMMUNITY CARE INC. NURSING ENTERPRISE AGREEMENT 2024

Aged care industry

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 3 JULY 2024

Application for approval of The Tandara Lodge Community Care Inc. Nursing Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as *The Tandara Lodge Community Care Inc. Nursing Enterprise Agreement 2024* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by Tandara Lodge Community Care Inc T/A Tandara Lodge Community Care Inc (Employer). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met. For the purposes of the better off overall test, I have had regard to each of the matters in s 193A(2)-(7).

[4] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

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

[6] The Agreement is approved and, in accordance with s 54 of the Act will operate from 10 July 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Annexure A

25th June 2024

IN THE FAIR WORK COMMISSION
FWC Matter No.: AG2024/2071

Applicant: Tandara Community Care Inc

Dear Deputy President Millhouse,

Re: Section 185 – Application for approval of Tandara Lodge Community Care Inc Nursing Agreement 2024, Undertakings – Section 190

I, Stacey Alexander, Senior Human Resources Consultant, have the authority given to me by Tandara Lodge to give the following undertakings with respect to the Tandara Lodge Community Care Inc Nursing Agreement 2024 ("the Agreement"):

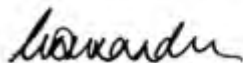
1. Tandara Lodge Community Care undertakes that clause 2.12(a)-(c) Public Holidays will not be applied for the duration of the agreement. Clause 2.12(a)-(c) will be read and applied as:

2.12 - PUBLIC HOLIDAYS

- a) Employees are entitled to leave on public holidays in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 10 of the Act).
 - b) All employees (other than casuals) are entitled to the following public holidays with pay:
 - (i) Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (Devonport), Recreation Day; and shall be applied as prescribed by the Tasmanian Statutory Holidays Act 2000 as amended. Any future additional days that are recognised under the Statutory Holidays Act 2000 shall apply, except those that are identified as government holidays or applying only to certain persons.
 - c) Payment for the public holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.
1. Tandara Lodge Community Care undertakes that an NES exclusion clause will be applied for the duration of the agreement, which will be read and applied as:

'This Agreement will be read and interpreted in conjunction with the National Employment Standards (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'

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

25th June 2024

Date

Tandara Lodge
Community Care Inc.



Nursing Enterprise Agreement 2024

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.

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1 PART 1 - PRELIMINARIES

1.1 INTRODUCTION

This Agreement is made under section 172 of the Fair Work Act 2009.

1.2 TITLE

This Agreement shall be known as the:

The Tandara Lodge Community Care Inc. Nursing Enterprise Agreement 2024

1.3 PARTIES TO THE AGREEMENT

The parties to this agreement are as follows:

- a) TANDARA LODGE COMMUNITY CARE INC. ABN: 21 723 628 502 ('the employer'),
- b) The Health Services Union, Tasmania Branch;
- c) The Australian Nursing and Midwifery Federation, Tasmanian Branch
- d) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

This Agreement intentionally excludes community service staff and management staff that would not normally be covered by or have application to, the Aged Care Award 2010.

1.4 COMMENCEMENT

The agreement will commence 7 days after the date of approval by the Fair Work Commission (FWC).

1.5 NOMINAL EXPIRY

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

The parties agree to commence bargaining for a replacement agreement six months prior to the nominal expiry of this agreement.

1.6 AGREEMENT- COMPLETE CONDITIONS OF EMPLOYMENT

This Agreement is intended to cover all matters pertaining to the employment relationship, underpinned by the Fair Work Act 2009 and the associated National Employment Standards (NES). In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

1.7 DEFINITIONS

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning indicated:

Act means the Fair Work Act 2009 (cth).

Close relative of an employee means a person who is:

- a. a member of the employee's immediate family; or
- b. is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Day Worker means an employee whose ordinary hours of work are performed between the hours of 6.00am to 6.00pm Monday to Friday.

Immediate family

- a. of an employee means the:
 - i. spouse (including a former spouse),
 - ii. intimate partner (including former intimate partner),
 - iii. de facto partner (including a former de facto partner),
 - iv. children including step children,
 - v. parents including step parents,
 - vi. in-laws,
 - vii. grandparents,
 - viii. grandchildren including step grandchildren, or
 - ix. siblings, including half siblings of the employee, or
- b. or the children (including step children), parents (including step parents), grandparents, grandchildren (including step grandchildren) or siblings (including half siblings) of the employee's spouse, partner or de facto partner.

Shift worker is an employee required to work on a roster outside the spread of hours for a day worker.

Significant Relationship means a relationship that exists outside of the employee's immediate family. However, it is a person with whom an employee can demonstrate having a significant relationship that would cause the employee to be placed in a similar situation to a family member on the occasion of their death or diagnosis with a serious illness or injury.

1.8 INDIVIDUAL FLEXIBILITY CLAUSE

- a) The employer and the employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
 - (i) The taking of annual leave;
 - (ii) Arrangements for when work is performed; or
 - (iii) Penalty rates; or
 - (iv) Allowances; or
 - (v) Annual leave loading.
- b) The employer and the individual employee must have genuinely made the individual

flexibility arrangement without coercion or duress.

- c) The Employer will not make the signing of an individual flexibility arrangement a condition of employment.
- d) The Employer will not:
 - (i) discriminate against an employee on the basis they are, or are not, a party to an individual flexibility arrangement.
 - (ii) exert any undue pressure on an employee to sign, or to terminate, an individual flexibility arrangement.
- e) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - 1) the terms of the 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) The employee has an opportunity to seek advice from a representative or the union.
 - (v) states the day on which the arrangement commences.
- f) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- g) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing - at any time
- h) An agreement terminated as mentioned above in subclause g) (i) ceases to have effect at the end of the period of notice required under that subclause.
- i) The Employer is responsible for ensuring that all of the requirements of subclause (e) of this Clause are met.
- j) The Employer must provide copies of all flexibility arrangements made under this Clause to the Union, upon request from the Union and with the authorisation of the individual employee concerned.
- k) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009.

2 PART 2 - ENGAGEMENT

2.1 EMPLOYEE ENGAGEMENT- CLASSIFICATION AND WAGES

2.1.1 Employee Categories

Employees under this Agreement will be employed in one of the following categories:

- a) Full-time;
- b) Part-time; or
- c) Casual.

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

2.1.2 Minimum Employment Period:

Employees (other than casual employees) will be on a period of probation for the first six months of engagement for the purpose of determining the employee's suitability for ongoing employment.

At any time during the probation period, the employer or the employee can terminate the employment by providing written notice in accordance with Termination of Employment clause of this agreement.

2.1.3 Full-time Employees:

A full-time employee is one who is engaged to work an average of 38 hours per week in accordance with clause 2.8.1 of this agreement. Full time employees will receive a minimum payment of four hours for each engagement.

2.1.4 Part-time Employees:

- a) A part-time employee is an employee who is engaged to work less than full- time hours per week and has reasonably predictable hours of work each week.
- b) Before commencing employment, the employer and employee 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.
- c) Any agreed variation to the hours of work will be in writing.
- d) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are an average of 38.
- e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of hours the employee would have worked on the day or days on which the leave was taken.

- f) At the request of a part time employee, the hours worked by the employee will be reviewed and where the employee is regularly working (on a consistent and systematic basis) more than their guaranteed minimum number of hours then the part-time employees minimum number of hours of work shall be renegotiated. Where the Employer is in a position to provide these hours on a permanent basis to the part-time employee such hours shall be adjusted and recorded in writing to reflect the hours regularly worked.
- g) Any adjusted guaranteed minimum number of hours resulting from a review by the employer should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace. Additional hours worked in the following circumstances will not be considered for changing the part timers regular contracted hours;
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; or
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- h) Part time employees will receive a minimum payment of two hours for each engagement.

2.1.5 Casual Employees:

- a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including an average of 38 ordinary hours per week. The work pattern will be irregular and unpredictable except in the case where the casual employee is replacing another employee on leave.
- b) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% will be paid instead of the paid leave entitlements accrued by full-time and part-time employees.
- c) Loading is in lieu of and is in compensation for paid leave (annual, personal, compassionate/bereavement). Casual employees are entitled to 2 days unpaid carer's leave and 2 days unpaid compassionate leave per occasion.
- d) The hourly rate plus the casual loading amount is called the Casual Rate of Pay.
- e) Casual employees must be paid the applicable penalty rates for working Saturday, Sunday and Public Holidays as fulltime and part time employees.
 - (i) The loading payable to casual employees will be taken into account before calculating penalty rates payable for weekend and public holiday shifts but will not be taken into account when calculating overtime payments.

EG: Ordinary hours base rate for classification \$25.00 X casual loading 25% X Saturday penalty 50% = \$46.88

EG: Overtime Base Rate for classification \$25.00 X Penalty rate 150% = \$37.50

- f) The minimum engagement for a casual employee is two hours.

2.1.6 Casual Conversion

- a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- b) A regular casual employee is a casual employee who has in the preceding period of 26 weeks worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 26 weeks' casual employment may request to have their employment converted to full-time employment.
- d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 26 weeks' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- e) Any request under this subclause must be in writing and provided to the employer.
- f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement - that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 4.10. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert - that is full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 2.1.4 (b).
- k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at the commencement of this agreement, an employer must provide such employees with a copy of the provisions of this subclause within 4 weeks of the operative date.
- q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

2.2 National Criminal History Record Check

- a) Operators of aged care services are required to ensure staff, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a, commonly known as a Police Check.
- b) All costs associated with providing such evidence (Police Checks) are the responsibility of the individual employees and prospective employees
- c) Where the employer is in the possession of an employee Police Check, that Police Check will not be provided to any third party without the employees express and written permission.

2.3 Classifications

- a) Schedule A- Attached to this Agreement

2.4 Wage Rates

- a) Schedule B - Attached to this Agreement

2.5 Annual Wage Increases

- a) During the nominal life of this Agreement wage rates outlined in Schedule B will increase annually from the same time as the FWC's Minimum Wage Panel's decision or its successor/equivalent indicates, currently the first full pay period occurring after the 1st of July each year, commencing with July 1st 2024.
- b) The rates of such increases will be the following percentage amounts:

July 2024	3% or the Fair Work increase, whichever is greater.
July 2025	3% or the Fair Work increase, whichever is greater.

2.5.1 Beyond the Nominal Expiry of Agreement

- a) In the circumstance that this Agreement is not replaced prior to the implementation of the FWC Minimum Wage Panel's national wage decision applicable to July 2023 (and all subsequent decisions until this Agreement is replaced), the FWC decision (amount or percentage) will apply only, without any additional percentage or amount applied, provided this Agreement is still operational by law.

2.6 Supported Wage

- a) Schedule C - Attached to this Agreement

2.7 WAGES

2.7.1 Payment of Wages

Wages are to be paid fortnightly and not later than Thursday of the week of payment.

2.7.2 Method of payment

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

2.7.3 Delay

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 (a), for example bank error or delay.

2.7.4 Termination

When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other moneys owing to an employee will be made to the employee by no later than the last day of the

notice period (where applicable) or the next immediate pay day following the last day of work where a period of notice was not given.

2.8 HOURS

2.8.1 Hours of Work

- a) The ordinary hours of work for employees will be an average of 38 hours per week, worked over 76 hours per 2 week period, or 152 hours per 4 week period.
- b) The ordinary hours of work for employees (other than shiftworkers) are between the hours of 7.00 am and 7.00 pm, Monday to Friday and will be worked up to 8 hours plus handover on any day
- c) Work performed outside of the ordinary hours is paid as overtime (other than for shiftworkers).
- d) Shiftworkers are employees required to work on a roster outside the spread of ordinary hours as defined above in (a) and (b), up to 8 hours plus handover on any shift other than a night shift, and by mutual agreement with the employee up to 10 hours on a night shift plus handover.
- e) Employees (other than a shift worker) employed to work outside the spread of hours will be paid at the applicable over time rates.

2.8.2 Arrangement of Hours

- a) Each employee shall be entitled to not less than four full days in each fortnight free from duty, or by agreement, two full days in each week free from duty (rostered days off), and such rostered days off to be consecutive, unless otherwise agreed.
- b) Each shift shall consist of no more than 8 hours of work (up to 10 for night shifts) plus handover, at ordinary time (not including unpaid breaks).
- c) Except for unpaid meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.

2.8.3 SHIFT WORK, SATURDAYS and SUNDAYS

Employees working afternoon or night shift will be paid the following percentages in addition to the applicable base rate for such shift in lieu of overtime payments.

- (i) **Afternoon shift** - Those employees rostered to work outside of the ordinary hours of a day worker, not fitting the definition of night shift- specifically any shift that ends between 7.00 pm and midnight. 15% shift loading
- (ii) **Night shift**-Rostered to work some or all hours between Midnight and 7.00 am. 25% shift loading
- (iii) An employee entitled to a shift allowance under this clause will be paid the shift allowance for the entire shift.

2.8.4 Saturday work-150%

- a) Employees, for working ordinary hours on a Saturday, will be paid at the rate of time and one half of the employees base rate (or in the case of casual employees, the casual rate of pay) for all hours worked on that day, however, the rates are in substitution for and not cumulative upon any other shift penalty.

2.8.5 Sunday work-200%

- a) Employees, for working ordinary hours, on a Sunday, will be paid at the rate of double time of the employees base rate (or in the case of casual employees, the casual rate of pay) for all hours worked on that day, however the rates are in substitution for and not cumulative upon any other shift penalty.

2.9 ROSTERS

- a) The roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.
- b) The roster will be based on a 42 day cycle and will be displayed at least two weeks prior to the commencing date of the first working period in any roster, however it is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- c) Rostered employees will be entitled to a minimum of 2 consecutive days off in each 7 day period, unless by mutual agreement between the employer and employee concerned, alternative arrangements are made. Provided that not more than eight shifts are worked in any nine consecutive days,

2.9.1 Rostering

- a) There will be at least 8 hours between the completion of a shift and the commencement of another shift for any employee.
- b) In an emergency as identified by the employer, broken shifts may be worked provided they are by mutual agreement between the employer and the employee only; payment is for the time worked only. All work performed beyond a maximum span of 9 hours for a broken shift will be paid at double time.
- c) Handover: A maximum of 15 minutes per shift will be paid for handover, no extra payments will be made if handover time is greater on any occasion. The rate of pay for the handover is the same rate that applies to the shift worked, no overtime will be paid.

2.9.2 Changes to Rosters

- a) Unless mutually agreed, 28 days' notice will be given by the employer of a change in a roster. Mutually agreed includes where a part time employee accepts more hours to cover shift requirements
- b) Where occasion arises that due to illness or in an emergency or for any other reason beyond the employer's control an employee is absent and no replacement employee has volunteered to accept additional hours or change roster times, then the roster may be altered at any time in consultation with affected staff to enable the service of the organisation to be carried out.

2.9.3 Daylight Savings

- a) Upon the changeover of time as a result of daylight saving in October and March each year the following shall apply:
- b) Employees shall be paid for actual time worked irrespective of the length of the shift.
- c) Employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost, and those working the additional hour will be paid at the ordinary rate plus applicable shift rate.

2.10 BREAKS

2.10.1 Meal breaks

- a) Employees covered by this agreement who work in excess of 5 hours on a shift including day workers, will be entitled to a paid meal break of 30 minutes, to be taken at a mutually agreed time after commencing work. By mutual agreement between the employer and the employee, an employee will be allowed to extend their paid 30 minute meal break by up to a further unpaid 30 minutes each day.
- b) Where an employee is interrupted during a paid meal break it is the expectation of the employer that the employee will resume their meal break once the interruption is dealt with. There should be no obligation on the employee to forfeit their meal break. Where an employee is directed by the employer to forfeit their meal break, for all work performed during the meal break and thereafter until a meal break is allowed, be paid at the rate of time and one half of the base rate of pay.

2.10.2 Tea breaks

- a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each complete four hour period.
- c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- d) Tea breaks will count as time worked.

2.11 OVERTIME

- a) The employer may require any employee to work reasonable overtime. An employee may refuse to work overtime if the additional hours are unreasonable including, but not limited to, having regard to the employee's personal circumstances, including family responsibilities. No overtime may be worked without prior approval of the employer.
- b) Overtime is paid where an employee (fulltime, part time, casual, shiftworker):
 - (i) works in excess of 8 hours per shift or 10 hours by mutual agreement; and/or
 - (ii) works in excess of 152 hours per 4 week period.

- c) In the case of a day work employee, works outside the spread of hours 7:00 am till 7:00 pm Monday to Friday overtime shall be paid at the base rate of pay in accordance with the following:

(i) **Day workers**

- 1) Monday to Saturday inclusive - time and one half (1 ½) for the first two hours and double thereafter (2).
- 2) Sunday and Public Holidays - double time (2).

(ii) **Shift workers**

- 1) Overtime shall be paid at double time; except in the case where a relief worker is called in with less than 4 hours' notice, in which case the employee waiting to be relieved will be paid overtime at time and one half (1 ½) until relieved, to a maximum of 4 hours.
- 2) If the unrelieved shift worker works more than four hours after the start of the relief shift will be paid at the rate of double time after four hours.
- 3) In all other cases the unrelieved shift worker will be paid at the rate of double time until relieved.
- 4) Overtime rates under this clause will be in substitution for and not cumulative upon shift, weekend amounts prescribed in this Enterprise Agreement.
- 5) Overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.

2.11.1 Eight Hour Break-Overtime

- a) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.
- b) Where directed by the employer the employee resumes or continues work without having had eight consecutive hours off duty the shift will be paid at overtime time rates until released from duty for such period, and will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) Where the employee is not directed by the employer, but elects to work a shift with less than eight consecutive hours off duty between the previous shift, the time will be paid as ordinary time and will also be counted as ordinary hours for the purpose of contracted hours.

2.11.2 Recall to Work Overtime

- a) An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate overtime rate. Time reasonably spent in getting to and from work shall be regarded as time worked. A recalled employee who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked. The meals referred to in this clause will be provided to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance of \$12.96 will be paid to the employee concerned.

2.11.3 Close Call

- a) An employee may be required to not leave the home precincts and be available for on call to duty. If required to work, the employee will be paid at the appropriate penalty rates for overtime, with a minimum payment of the equivalent to 6 hours ordinary time rate. Where the employee does not commence work, they will be paid the equivalent of 6 hours ordinary time rate for being on close call.

2.11.4 Remote call

- a) An employee who is rostered to remain on remote call (able to leave the establishments precincts but remaining available for being called to duty) will be paid \$3.50 for each hour the employee is required to be so available, with a minimum payment per day or shift when so rostered of \$28 (Monday to Friday), \$35 (Saturday) and \$42 (Sunday/Public Holiday).

2.11.5 Meal Breaks (Overtime)

- a) An employee who is required to work overtime for more than four hours will take a paid break of 20 minutes for the partaking of a meal and a further paid break of 20 minutes after each subsequent four hours of overtime. All such time will be counted as time worked.
- b) An employee will be supplied with an adequate meal or paid a meal allowance of \$12.96 where overtime work exceeds four hours.

2.12 PUBLIC HOLIDAYS

- a) Employees are entitled to leave on public holidays in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 10 of the Act).
- b) All employees (other than casuals) are entitled to the following public holidays with pay:
 - (i) Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (Devonport), Recreation Day; and shall be applied as prescribed by the Tasmanian Statutory Holidays Act 2000 as amended. Any future additional days that are recognised under the Statutory Holidays Act 2000 shall apply, except those that are identified as government holidays or applying only to certain persons.
 - (ii) To avoid any doubt, the Devonport Cup and Easter Tuesday do not fall as public holidays to the employees covered by this agreement.
- c) Payment for the public holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.

2.12.1 Nursing Staff

- a) Provided that in the case of shiftworkers where a public holiday falls on a rostered day off, a day will be paid at the applicable base rate of pay in the pay period in which the public holiday falls.

b) Provided always that in the case of part-time shift workers, a day is calculated by reference to the equivalent of the average daily hours worked by that employee over the previous six months, or their period of employment with the employer if less than six months.

c) For example:

Average hours:	24/38 hours
Shift length:	8 hours
Public holiday hours	5.05 hours

d) Where an employee who is entitled to a public holiday with pay and is required to work, either for part or the whole of the day, they will be paid double time for all hours worked on the public holiday.

e) A casual employee will be paid only for those public holidays they work at the rate of double time applied to the casual rate of pay (inclusive of the casual loading).

f) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday. To avoid doubt, an employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties, weekend penalties.

g) The employer and individual employees may agree to substitute another day for a public holiday observed.

h) Where there is agreement between the employer and the employee an employee who works a public holiday may elect to take a paid day off in lieu at a time agreed with the employer. An employee taking a paid day off in lieu will be paid at ordinary time on both the day worked and for the day off in lieu.

2.12.2 Public Holiday Entitlement

a) An employee is entitled to be absent from his or her employment on a day or part day that is a public holiday, however due to the nature of the industry and services provided, it is an explicit expectation of this agreement that employees will be requested to work on public holidays, this will be particularly so for shiftworkers.

b) The employee may refuse the request (and take the day off) if the employer's request is not reasonable or the employee's refusal to work on the public holiday is reasonable. In determining whether the employer's request, or an employee's refusal of a request, is reasonable, regard must be had to the matters set out in section 114 of the Act.

c) Where the request is reasonable an employee who, without the consent of the employer or without reasonable cause (i.e. personal/carers leave), is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

2.13 ALLOWANCES

2.13.1 Uniforms, Protective Clothing, Equipment and Materials

- a) Employees required by the employer to wear uniforms will be paid a uniform allowance at the following rate:

Number of Shifts worked in a week	\$ Amount per week
1 - 3 shifts	\$5.22
4 shifts	\$5.66
5 or more shifts	\$7.07

2.13.2 Travelling Allowance

- a) Where an employee with approval from the employer uses their own motor vehicle in connection with the business of the employer, they are to be paid an allowance on a per kilometre travelled basis of \$1.04 per kilometre.
- b) Travel to and from home to work is not considered using a vehicle in connection with the business of the employer.
- c) In addition to the per kilometre travel allowance, employees are to be reimbursed for all reasonable travel costs associated with work related travel authorised by the employer. The employer and the employee will agree prior to travel, the amount that is reasonable in respect of travel costs relating to fares, meals and accommodation.
- d) All such costs must be approved by the employer prior to the expense being incurred.

2.13.3 Nauseous work allowance

- a) An allowance of \$0.55 per hour or part thereof will be paid to an employee if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.
- b) For the purpose of clarity and to avoid doubt, laundry staff will only be eligible for the nauseous work allowance when alginate bags or similar are not in use; carers and service staff will only be eligible when directly involved with providing resident service care during a period of declared "lockdown" due to gastro outbreak or similar.

2.13.4 Training Orientation

- a) A designated employee who is rostered to provide training and mentoring on identified orientation shifts for new employees or existing employees where they are transferring to a new service area of work, will be eligible for a payment of \$2.85 per hour in addition to their base rate of pay for time spent providing training on such shifts.
- b) The number of induction/orientation shifts available for new or existing employees is limited to 3 shifts per employee.

2.13.5 Part-time and Casuals

- a) All weekly based allowance amounts will be paid pro-rata to part-time and casual employees for the number of ordinary hours worked in the week the allowance was applicable, on the basis that the ordinary weekly hours of work for full-time employees are 38.

2.13.6 Allowance Increases

All allowances and figures in the allowance clause of this agreement and the meal allowance referred to in clause 2.12.4 Recall to Work Overtime, will increase at the same time and at the same percentage as agreed for wages increases.

2.13.7 Higher Duties/Mixed Functions

- a) An employee who performs the duties of a position higher than that in which he/she is normally employed for a period of 5 or more consecutive working days, shall be paid the rates prescribed for the higher classification for the full period of the duties performed.
- b) A Registered Nurse level 1 required to undertake in charge duties of the facility for more than half a shift due to the absence of a Level 2 RN or higher-grade employee, will be paid an allowance of \$35.36 per shift. In charge responsibility includes all areas of the facility including catering, domestic and care staff.

2.13.8 Leading Hands

- a) For the life of this Agreement, employees will not be required to work as leading hands.

3 PART 3 – LEAVE

3.1 ANNUAL LEAVE

- a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- b) Casual employees have no entitlement to annual leave.

3.1.1 Accrual of Annual Leave

- a) Excluding casuals, all employees are entitled to 4 weeks paid annual leave.
- b) Shiftworkers as defined in (b) are eligible for 1 weeks additional leave

3.1.2 Additional leave (Shiftworkers)

- a) If a shiftworker as defined in this agreement (clause 11) 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 works for more than four ordinary hours on not less than 10 weekends during any one year – 5 weeks of paid leave (1 additional week annually). For the purposes of this clause, a weekend means rostered work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- b) The entitlement to additional leave is based on the employee's average ordinary

days per week and day.

- c) To avoid any doubt, 38 hours per week or 7.6 hours per day, for a full time employee or such lesser hours as the average weekly hours (over 12 month period) for a part time employee.
- d) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- e) If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to the time when the employment ends.

3.1.3 Payment of Annual Leave

- a) If, in accordance with this clause, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- b) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee if the employee had taken that period of leave.

3.1.4 Annual Leave Loading

- a) In addition to their base rate of pay, an employee other than a shift worker will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- b) Shift workers, in addition to their base rate of pay, will be paid the higher of the below for all annual leave taken in weekly blocks (minimum of 7 calendar days):
 - (i) Annual leave loading of 17.5% of their base rate of pay; or
 - (ii) The weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- c) Shift workers taking an annual leave period less than 1 week, will be paid an annual leave loading of 17.5% of their ordinary rate of pay. Projected roster shift loadings and weekend penalty rates are not considered for leave loading purposes, for periods less than 1 week.

3.1.5 Payment in Lieu of Annual Leave (Cashing Out)

- a) Payment in lieu of Annual Leave may only be made as allowed by the NES, meaning:
 - (i) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.
 - (ii) The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (iii) The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

3.1.6 Taking of Annual Leave

- a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) the employer has authorised the employee to take the annual leave during that period.
- b) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- c) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- d) Generally annual leave will be taken in blocks of not less than 1 week (5 working days-7 calendar days), however requests for less than a weeks' leave including single days will be considered and generally granted unless it is not reasonably practical to do so.
- e) Reasonably practical includes the period of notice of request for leave (6 weeks minimum ideally in line with rosters and not less than 7 days before the intention to take leave) and weekend days will be considered as less practical (harder and more expensive to find replacement staff) for single day requests.
- f) Requests for single day annual leave periods with less than 7 days' notice will generally be refused by the employer for roster replacement reasons. Requests by an individual employee for greater than 5 single days leave in any given 12 month period is also unlikely to be approved due to the impractical nature of managing this practice for rostering.

3.1.7 Extensive accumulated annual leave

- a) If an employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker) the employer will confer with the employee and genuinely try and reach agreement on how to reduce or eliminate the excessive leave accrual. If the employer has genuinely tried to reach agreement with an employee but agreement is not reached, the employer may direct the employee in writing to take one or more periods of annual leave.
- b) Any direction by the employer pursuant to this subclause:
 - (i) Is of no effect if it would result at any time the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks;
 - (ii) Must not require the employee to take any period of annual leave of less than one week;
 - (iii) 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;
 - (iv) Must not be inconsistent with any leave arrangement agreed by between the employer and employee.

3.2 PERSONAL/CARER'S LEAVE

3.2.1 Entitlement to paid Personal/Carers Leave

- a) Employees are entitled to Personal Leave in accordance with the provisions of the

NES, (refer to Chapter 2, Part 2-2, Division 7 of the Act).

- b) For each year of service with the employer the employee is entitled to 10 days of paid personal/carer's leave.
- c) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- d) Definitions for the terms used in this clause for immediate family, spouse, de facto partner and significant relationship are prescribed in clause 1.7.

3.2.2 Taking of Personal/Carer's Leave

- a) An employee may take paid personal/carer's leave:
 - (i) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (iii) a personal illness, or personal injury, affecting the member; or
 - (iv) an unexpected emergency affecting the member.
- b) The notice and evidence requirements of this clause below must be complied with.

3.2.3 Payment of Paid Personal/Carer's Leave

- a) If an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

3.2.4 Meaning of base rate of pay

- a) The base rate of pay is the rate of pay payable to the employee for his or her ordinary hours of work, but not including any of the following:
 - (i) loadings;
 - (ii) monetary allowances (with the exclusion of the uniform allowance);
 - (iii) overtime or penalty rates;
 - (iv) any other separately identifiable amounts.

3.2.5 Notice Requirements

- a) An employee must give the employer notice of the taking of leave under this Clause.
- b) The notice:
 - (i) must be given to the employer as soon as reasonably practicable (which may be at a time before or after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.

3.2.6 Evidence Requirements

Paid Personal leave

- a) An employee who has given the employer notice of the taking of leave must, if

required by the employer, give the employer evidence that would satisfy a reasonable person that if it is paid personal leave - the leave is taken for reason of a personal illness, or personal injury, affecting the employee;

- b) Five days per year, shall be accessible without the onus of proof on the employee, except at the discretion of the employer where prior written notification was given to the employee requesting that proof of personal leave will be required for each absence or as otherwise advised.
- c) The Employer shall accept a medical certificate, as required to be provided by an employee in subclause 3.2.6 (a), that is signed by a 'registered health practitioner'. A 'registered health practitioner' means a health practitioner that is registered as such with a recognised authority and includes, but not limited to the occupation of a medical practitioner, a pharmacist, an osteopath, a nurse practitioner, a psychologist, a podiatrist, a physiotherapist, a dental practitioner, a chiropractor, and an optometrist. (excluding a nurse with any association with Tandara Lodge Community Care Inc. to avoid conflict of interest situations, either real or perceived).
- d) The employer shall accept a statutory declaration, as required to be provided by an employee in subclause 3.2.6 (a). The ability for an employee to provide a statutory declaration is limited to five (5) days per year, and can only be used for a period of up to two (2) consecutive days. It is also a requirement that the statutory declaration must be signed by a person before whom a statutory declaration can be made (determined by occupation or position held) who does not work for the employer.
- e) To ensure payment can be made at the next scheduled pay day, an employee should endeavour to provide evidence to the employer prior to the last day of each pay period.

Paid Carers leave

- a) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - (i) a medical certificate from a health practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.

3.2.7 Compliance

- b) An employee is not entitled to take leave under this clause unless the employee complies with the notice and evidence subclause.

3.2.8 Lockdown-Contagious Sick (Personal) Leave

- a) As a result of contracting a sickness in a period directly preceding, including or immediately post a site "lockdown" or at any time an employee is directed by the employer to remain absent from work due to the risk of contagious sickness spreading to the residents (periods of lockdown and post lockdown) the time absent

will not be deducted from the employees personal leave accrual.

- b) The contagious sickness leave associated with a period of lockdown will be for a maximum of 4 days, per occasion.
- c) An employee claiming contagious sick leave as opposed to Personal Leave may be required to provide evidence of such claim when requested by the employer. Evidence can include presenting either a medical certificate clearly identifying the transmittable/contagious sickness, or other such evidence that the employer is satisfied with.

3.2.9 Unpaid Carer's Leave

- a) An employee is entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (iii) An employee may take unpaid carer's leave as:
 - (iv) a single continuous period of up to 2 days; or
 - (v) any separate periods agreed with the employer.
- b) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

3.2.10 Service

- a) A period of paid personal/carer's leave does not break an employee's continuity of service and counts as service for all purposes.
- b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

3.3 COMPASSIONATE AND BEREAVEMENT LEAVE

- (a) An employee is entitled to 5 days of compassionate leave for each occasion if:
 - (i) a member of the employee's immediate family, a member of the employee's household, or a person with whom the employee has a significant relationship contract or develops a personal illness or injury that poses a serious threat to their life or dies; or
 - (ii) a baby in their immediate family or household is stillborn; or
 - (iii) the employee has a miscarriage; or
 - (iv) the employee's current spouse or de facto partner has a miscarriage.
- (b) Where the death of an immediate family member requires the employee to travel interstate or further, the employer will consider granting an additional 2 day's bereavement leave without loss of pay or personal leave entitlements to account for such necessary travel.

- (c) An employee may take compassionate leave as:
 - (i) a single continuous period; or
 - (ii) any separate periods as agreed with the employer.
- (d) If an employee takes a period of paid compassionate leave, the employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (e) Additional compassionate leave may be granted at the discretion of the CEO.
- (f) Proof of illness, injury or death, in the form of a medical certificate, death notice or other written evidence, shall be furnished by the employee to the satisfaction of a reasonable person when requested.
- (g) For the purposes of this clause, 'significant relationship' means a relationship that exists outside of the family members previously defined, however it is a person with whom an employee can demonstrate having a relationship that would cause the employee to be placed in a similar situation to an immediate family member on the occasion of their death or diagnosis with a serious illness or injury.
- (h) Payment for Compassionate/Bereavement Leave
 - i. If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
 - ii. For casual employees, compassionate and bereavement leave is unpaid leave.
- (i) Service
 - i. A period of paid compassionate/bereavement leave does not break an employee's continuity of service and counts as service for all purposes.
 - ii. A period of unpaid compassionate/bereavement leave does not break an employee's continuity of service but does not count as service.

3.4 COMMUNITY SERVICE LEAVE

- a) Community Service Leave is as per the NES, summarised in this clause. Each of the following is an eligible community service activity:
 - (i) jury service (including attendance for jury selection); or
 - (ii) a voluntary emergency management activity.

3.4.1 Voluntary Emergency Management Activity

- b) A voluntary emergency management activity is one where the activity:
 - (i) involves dealing with an emergency or natural disaster; and

- (ii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iii) the employee engages in the activity on a voluntary basis; and
 - (iv) the employee was requested by or on behalf of the body to engage in the activity.
- c) An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.
- d) The notice:
- (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
 - (ii) must advise the employer of the period, or expected period, of the absence.

Evidence

- a) An employee who has given his or her employer notice of an absence under 3.4.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.
- b) Absence under the voluntary emergency management activity clause is treated as unpaid leave

3.4.2 Jury Service

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

Evidence

- a) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- b) The employee is not entitled to payment under this subsection unless the employee provides the evidence requested; and if the employee provides the evidence the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.
- c) If an employee is absent because of jury service in relation to a particular jury service summons for a period of more than 10 days in total, the employer is only required to pay the employee for the first 10 days of absence.
- d) An employee who engages in an eligible community service activity is entitled to be absent from employment for a period consisting of:
 - (i) time when the employee engages in the activity;
 - (ii) and in the case of voluntary emergency management activity:

- (iii) reasonable travelling time associated with the activity;
- (iv) reasonable rest time immediately following the activity.

3.5 PARENTAL LEAVE

3.5.1 Eligibility Criteria

- a) Employees (including eligible casuals) who have been employed for at least 12 months will be eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 - Parental Leave and Related Entitlements of the Fair Work Act 2009). A copy of the relevant section of the Act is available from the employer on request.
- b) An eligible casual means an employee who has:
 - (i) been working for the employer on a regular and systematic basis for at least 12 months, and
 - (ii) a reasonable expectation of continuing work with the employer on a regular and systematic basis, had it not been for the birth or adoption of a child.

3.5.2 Employer Paid Parental Leave

- a) In addition to unpaid parental leave entitlements available under the NES or paid entitlements under the Australian Government Paid Parental Leave (GPPL) scheme or Dad and Partner Pay scheme, this Agreement provides for Employer Paid Parental Leave (EPPL) entitlements.
- b) An eligible employee who will be the primary carer of the child will be entitled to 3 weeks' paid parental leave per each completed year of service up to a limit of 14 weeks of paid parental leave after a period of 3 years of continuous service.
- c) EPPL will be paid at ordinary time rates of pay only.
- d) An eligible employee may make application to the employer to have the parental leave paid at half pay, thus doubling the payment spread to a maximum of 28 weeks.
- e) Any EPPL period will count as continuous service for the purpose of annual leave accrual and long service leave accrual.

3.6 LONG SERVICE LEAVE

- a) Long Service Leave entitlements shall be in accordance with the Long Service Leave Act Tasmania 1976 (as amended). Transitional arrangements referring to staggering of taking accrued LSL do not apply under this Agreement. Employees with 10 or more years of continuous employment as defined under the LSL Act 1976 as amended, are eligible immediately to take long service leave subject to application and subject to the organisational needs of the employer.

3.7 FAMILY AND DOMESTIC VIOLENCE LEAVE AND RELATED ENTITLEMENTS

3.7.1 General Principle

- a) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to all employees that experience family and domestic violence.

3.7.2 Definition of Family and Domestic Violence

- a) Family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by a close relative or an employee, a member of an employee's household or a current or former intimate partner of the employee.
- b) Family and domestic violence seeks to coerce or control the employee and/or cause them harm or fear.

3.7.3 General Measures

- a) All personal information concerning family violence will be kept confidential. No information will be kept on an employee's personal file without their express written permission.
- b) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.
- c) The Employer will identify a contact person who will be trained in Family and Domestic Violence and privacy issues. The Employer 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 (iv) and (v).
- f) The Employer will maintain guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family and domestic violence.

3.7.4 Leave

- a) An employee experiencing family and domestic violence will have access to 10 days paid family and domestic violence leave (FDVL) per year for the purpose of dealing with matters relating to family and domestic violence situations including, but not limited to, attending to medical appointments, legal proceedings and other activities related to family and domestic violence, and it is impractical for the employee to undertake these activities outside the employee's normal hours of work.
- b) FDVL does not accrue but is instead available in full at the anniversary date of the employee's service each year.
- c) The CEO can, at their discretion, approve a further period of up to 10 days paid family and domestic violence leave per year and if the situation warrants, a further 10 days unpaid family and domestic violence leave per year on application from the

employee.

- d) FDVL is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- e) An employee who supports a person experiencing family and domestic violence may take carer's leave (paid and unpaid) to accompany that person to court, hospital or to mind children.

3.7.5 Evidence

- a) The employer may request evidence that shows that the employee took leave to deal with family and domestic violence related matters. Evidence may include documents issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer, or a Statutory Declaration.
- b) The CEO, at their discretion, can waive the requirement to provide evidence.

3.7.6 Payment and Other Relevant Matters

- a) An employee in receipt of FDVL will be paid at the rate of pay for the hours they would have worked if they had not been required to take FDVL.
- b) FDVL does not attract accruals for any paid leave types including annual leave, personal leave or long service leave.
- c) FDVL does not accrue and is not eligible for payment on cessation of employment.
- d) If the period during which an employee takes paid or unpaid personal/carer's leave includes a period of FDVL, the employee is taken to not be on paid or unpaid personal/carer's leave for the period of that FDVL.

3.7.7 Individual Support

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

3.8 PREGNANCY LOSS LEAVE

3.8.1 Eligibility Criteria

- a) This provision applies to employees (including eligible casuals) who have been employed for at least 12 months and are eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 - Parental Leave and Related Entitlements of the Fair Work Act 2009).
- b) An eligible casual means an employee who has:
 - (i) been working for the employer on a regular and systematic basis for at least 12 months, and
 - (ii) a reasonable expectation of continuing work with the employer on a regular and systematic basis, had it not been for the birth or adoption of a child.

3.8.2 Employer Paid Pregnancy Loss Leave

- a) In the event that an employee suffers a stillbirth or death of a child they have an entitlement to Compassionate Leave as described at clause 3.3.
- b) In the event of a pregnancy loss and in addition to any entitlement to Compassionate Leave in this Agreement or the unpaid parental leave entitlements available under the NES, this agreement provides for Employer Paid Pregnancy Loss Leave (EPPLL) entitlements.
- c) An employee who is eligible for parental leave under this Agreement who suffers a pregnancy loss will be entitled to the following provisions:
 - (i) Where pregnancy loss occurs after 20 weeks the employee is entitled to three (3) weeks EPPLL.
 - (ii) Where pregnancy loss occurs between 10 weeks and 19 weeks and 6 days the employee is entitled to two (2) weeks EPPLL.
 - (iii) Where pregnancy loss occurs prior to 10 weeks the employee is entitled to one (1) week EPPLL and a further one (1) week unpaid leave.
- d) Where an employee is not eligible for parental leave under this Agreement suffers a pregnancy loss they will be entitled to the following provision:
 - (i) Two (2) days EPPLL and a further 8 days unpaid leave.
- e) Further:
 - (i) Any employee who suffers a pregnancy loss or is the partner (however described) of a person who suffers a pregnancy loss, will be entitled to support through the Employer Assistance Program provider.

3.8.3 Payment

- a) An employee in receipt of EPPLL will be paid at their ordinary time rate of pay for their contracted hours.
- b) If the employee is a casual employee, the employee will be paid at their ordinary time rate of pay (inclusive of casual loading) for the average hours of work per week over the previous 12 weeks immediately prior to the date of pregnancy loss.

- c) EPPLL does not attract accruals for any paid leave types including annual leave, personal leave or long service leave.
- d) EPPLL does not accrue and is not eligible for payment on cessation of employment.

3.8.4 Evidence

- a) The employer is entitled to ask an employee claiming EPPLL to provide evidence from their treating clinical practitioners in support of their application and where no evidence is provided the employee has no entitlement to EPPLL.

3.9 REPRODUCTIVE HEALTH AND WELLBEING

3.9.1 Reproductive Health and Wellbeing Leave

- a) Any employee, who is not a casual employee, experiencing reproductive health matters which require specialist medical intervention, is entitled to up to five (5) days per year of paid Reproductive Health and Wellbeing Leave (RHWL) for the purpose of attending and recovering from specialty appointments and treatments.
- b) Reproductive health matters mean In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services (for example, IUI or hormone injections/replacements), or specialty treatment for conditions related to reproductive health matters that cause excessive pain or excessive bleeding where the employee has been instructed not to work.
- c) Specialist medical intervention means a suitably qualified medical practitioner who the Employee has been referred to from their General Practitioner.

3.9.2 Payment and Other Relevant Matters

- a) An employee in receipt of RHWL will be paid at their ordinary time rate of pay for their contracted hours.
- b) RHWL does not attract accruals for any paid leave types including annual leave, personal leave or long service leave.
- c) RHWL does not accrue and is not eligible for payment on cessation of employment.

3.9.3 Evidence

- a) A medical certificate from the treating specialist stating that the purpose of the leave was to attend and/or recover from an appointment related to facilitating reproduction will constitute evidence for the purpose of accessing this leave.
- b) Failing this a medical certificate from the employee's General Practitioner evidencing a referral to a treating specialist will constitute evidence for the purpose of accessing this leave.

3.9.4 Flexible Working Arrangements

- a) This clause supplements the entitlement to request flexible work arrangements IAW clause 1.8 (Individual Flexibility Arrangements) of this Agreement.

3.9.5 Casual Employees

- a) Casual employees are not entitled to the provisions of this clause 3.9.

3.10 Vaccination Leave – Infectious Diseases

- a) In the event that the workplace mandates employees to be fully vaccinated (be those employer mandated or Public Health / Government mandated) against an infectious disease (where an infectious disease is classified as notifiable to a government health department), the employer acknowledges that employees may need to take time during work hours to fulfil these obligations.

- b) The employer will provide up to one (1) day paid Vaccination leave, per vaccination requirement, when the employee (including casual employees):
 - i. cannot receive a vaccination or booster vaccination in the workplace during their usual hours of work and requires time during work hours to satisfy this requirement.
 - ii. cannot receive a vaccination or booster vaccination outside of their usual hours of work and requires time during work hours to satisfy this requirement.
 - iii. has a reaction to the vaccination or booster vaccination that means they are unable to return to work for the rest of that day.
 - iv. has a reaction within 24 hours of receiving the vaccination or booster vaccination that means they are unfit for work.
 - v. The employer, at the CEO's discretion, may elect to provide further leave on written confidential application from the employee.

In addition, if the effects of vaccination or booster vaccination last longer than paid Vaccination leave, employees will have access to their paid and unpaid personal leave entitlements.

4 PART 4 - OTHER PROVISIONS

4.1 TERMINATION OF EMPLOYMENT

- a) Prior to reaching any decision to terminate the employment of an employee, the employer will:
- b) inform the employee that the termination of their employment is being considered;
- c) advise the employee of the reasons or allegations, including providing relevant details, and /or specific particulars of such reasons or allegations; and
- d) provide the employee with an opportunity to respond to the allegations prior to a final decision being made.
- e) An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness/support person present. The witness/support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- f) Subject to dismissal for serious misconduct, employment, other than the employment of a casual, will be terminated by the employer or the employee on the provision of the applicable notice as set out in this agreement, or by the payment by the employer, or forfeiture by the employee, of wages in lieu of notice.
- g) The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or willful disobedience. Payment is up to the time of dismissal only.
- h) Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- i) In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Fair Work Act 2009.
- j) It is the intention of this clause that both the employer and the employee provide appropriate notice upon termination, or pay the notice period provided in wages only. The application and interpretation of this clause shall give this intention full effect.

4.1.1 Notice of Termination

Period of Continuous Service	Minimum Period of Notice
1 year or less	2 weeks
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- a) Notice of termination or payment in lieu is provided for in the NES. Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for the employer.

- b) Casuals are to be given notice to the end of the current shift worked.

4.1.2 Notice of termination by an employee

- a) The notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

4.2 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- a) This term applies if the employer:
 - (i) has made a provisional decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

4.2.1 Major change

- a) Major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of employment of employees; or
 - (ii) major changes in the composition, operation or size of the employer's workforce or in the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to transfer employees to other work or locations; or
 - (vii) the acquisition or opening of new facilities or business services; or
 - (viii) the restructuring of jobs;

provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- b) For a major change referred to in paragraph (4.2.1)(a):
 - (i) the employer must notify the relevant employees of the provisional decision to introduce the major change; and
 - (ii) subclauses (a) to (k) apply.
- c) The relevant employees may appoint a representative/s for the purposes of the procedures in this term.
- d) If:
 - (i) a relevant employee/s appoints, a representative/s for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative/s;

- (iii) the employer must recognise the representative.
- e) As soon as practicable after making its provisional decision, the employer must:
 - (i) discuss with the relevant employees and their appointed representative/s:
 - A. the introduction of the change; and
 - B. the effect the change is likely to have on the employees; and
 - C. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees.
 - (ii) for the purposes of the discussion; provide, in writing, to the relevant employees and their representative/s:
 - A. all relevant information about the change including the nature of the change proposed; and
 - B. information about the expected effects of the change on the employees; and
 - C. any other matters likely to affect the employees.
- f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or their appointed representative/s.
- h) The Employer must act in good faith in relation to the consultation process provided in this clause.
- i) In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious conduct or unfair conduct that undermines consultation.
- j) While the process described in this clause is underway, the parties will retain the status quo.
- k) If a clause 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 subclauses (c) to (k) are taken not to apply.

4.2.2 Employees absent on Parental Leave or other Extended approved Absences

- a) Where an employee is on an approved extended absence from the workplace and a provisional decision has been made to introduce major change at the workplace that is likely to have a significant effect on employees, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the period of approved extended absence; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the period of approved extended absence.

4.2.3 Change to regular roster or ordinary hours of work

- a) For a change referred to in paragraph (4.2)(a)(ii):
- b) the employer must notify the relevant employees of the proposed change; and
- c) subclauses (d) to (f) apply.
- d) The relevant employees may appoint a representative/s for the purposes of the procedures in this term.
- e) If:
 - (i) a relevant employee/s appoints, a representative/s for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative/s;
 - (iii) the employer must recognise the representative.
- f) The employer will discuss with the employees affected, and their nominated representative if appointed, the introduction of the proposed changes and for the purposes of the discussion; provide the relevant employees with:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iv) 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).
- d) The discussions will commence as early as practicable after the provisional decision has been made by the employer to make the changes referred to in this clause.
- e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- g) In this term: relevant employees means the employees who may be affected by a change referred to in subclause (4.2)(a).

4.3 EMPLOYEE HARDSHIP – INFECTIOUS DISEASES

- a) In the event where dealing with a contracted infectious disease causes the employee financial hardship, the employee can make written confidential application, (providing details adequate enough to facilitate an informed decision), to the CEO for special consideration.
 - i. The employer, at the CEO's discretion, may elect to provide paid Infectious Disease Hardship Leave, based on the evidence provided in the employee's application, for an amount of time decided to be appropriate by the CEO.

- ii. Each application received will be assessed on its individual, standalone merit.
- iii. Employees will receive a formal written outcome within 48 hours of the application being received by the CEO.

4.4 LACTATION AND EXPRESS BREAKS

- a) This clause applies to all employees who are lactating mothers where the nursing child is less than 12 months of age.

4.4.1 Break Details – Lactating Mothers with Nursing Child less than 12 months of age

- a) A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding, or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
- b) An employee working less than 4 hours on any given shift is entitled to one paid 30-minute lactation and express break.
- c) An employee working greater than 4 hours on any given shift is entitled to two paid 30-minute lactation and express breaks.
- d) The total time per shift of subclauses 4.4.1 (b) and (c) is not to exceed 60 minutes.
- e) Employees requiring time in excess of subclause 4.4.1 (d) are to utilise their rostered rest and meal breaks.
- f) Wherever possible, lactation and express breaks should be taken in conjunction with any rest or meal break.

4.4.2 Break Details – Lactating Mothers with Nursing Child older than 12 months

- (a) An employee whose nursing child is older than 12 months and whose shift length is greater than 4 hours will be provided with one unpaid 30-minute lactation and express break.
- (b) Employees requiring time in excess of subclause 4.4.2 (a) are to utilise their rostered rest and meal breaks.
- (c) Wherever possible, lactation and express breaks should be taken in conjunction with any rest or meal break.

4.4.3 Flexible Approach

- (a) A flexible approach to lactation and express breaks can be taken by mutual agreement between the eligible employee and the employer provided that the total lactation and express break time entitlement for the employee is not exceeded.
- (b) When giving consideration to any such request for flexibility, the employer will consider the operational requirements of the organisation as well as the needs of the lactating employee.

4.4.4 Amenities

- (a) The employer will provide the lactating employee with access to a suitable, comfortable private space (other than a bathroom), that is shielded from view and free from intrusion from co-workers, the employer's clients, and the public.
- (b) The employer will provide the lactating employee with access to appropriate refrigeration and a sink.
- (c) The lactating employee is responsible for labelling and providing appropriate storage containers.

4.4.5 Support

- (a) Employees experiencing difficulties when returning to the workplace will be supported by the employer to contact the Breastfeeding Helpline or any other suitable support provider.
- (b) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise their paid and unpaid personal leave to cover such absences.
- (c) The CEO can, at their discretion, approve a further period of one paid day and one unpaid day to an employee in the circumstances outline in subclause 4.4.5 (b) who have exhausted their personal leave entitlement.

4.5 REDUNDANCY

- a) Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour
- b) Redundancy does not apply to any employee employed for a specified period of time or to a casual that is not employed as a regular and systematic casual.
- c) For the purposes of this clause, "continuous service" has the same meaning as contained in the Fair Work Act 2009 - section 22 Meanings of service and continuous service.

4.5.1 Requirement to Consult

- a) For the purpose of this clause redundancy includes a situation where the employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees.
- b) Where the employer believes that it may be necessary to implement a redundancy, the employer is to notify the affected employee(s) and commence a process of consultation with the affected employees and their representatives.

4.5.2 Redeployment and Retraining

- a) Consideration will be given to redeployment and re-training options where possible and practical, prior to the final decision regarding termination of employment due to genuine redundancy.

4.5.3 Notice of Redundancy

- a) The employer is to provide as much notice as is reasonably practicable of an intended redundancy.
- b) The minimum period of notice to be given to an employee affected by a redundancy is the same as contained in the table for termination of employment referenced in this agreement, including the additional weeks' notice where an employee is over 45 years of age and has been employed for 2 years or more.

4.5.4 Voluntary Redundancy

- a) Before a redundancy is implemented, the employer in the first instance will seek expressions of interest for voluntary redundancy from all employees.
- b) Provided that the employer is only required to seek such expressions of interest from employees employed at the same classification level and at the same worksite in which the redundancy is being affected.
- c) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the organisation.
- d) The employer will further consult with the affected employee(s) where a decision to proceed with involuntary redundancy has been made either due to insufficient voluntary redundancies being identified, and/or after declining an expression of interest for voluntary redundancy.

4.5.5 Redundancy Package

- a) Where retraining and/or redeployment opportunities are not available, the redundancy package to be paid to redundant employees is based on the years of service of the individual employees.

Employee's period of continuous service with the employer on termination	Redundancy pay
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
3 years or greater	2 weeks for each completed year of service pro-rata for any incomplete year of service, (minimum of 7 weeks) capped to a maximum of 20 weeks redundancy pay.)

- a) Exclusions- where the employer facilitates acceptable alternative employment for a redundant employee, including the transfer of all entitlements, the provisions of this clause shall not apply.
- b) Acceptable alternative employment will be deemed to be where the employee has

gained employment in a position which reflects the skills of that employee and which provides substantially the same financial and employment benefits, as the position from which the employee was made redundant

- c) The exclusions to redundancy payment under the Fair Work Act 2009 still apply to the redundancy clause of this agreement, namely sections 120-123

4.5.6 Partial Redundancy Package for Changed or Decreased Hours

- a) Where an employees' hours are to decrease or there is a reduction in wage as a result of operational or structural change, then a partial redundancy could be considered where agreed by the employee instead of a full redundancy.
- b) Partial redundancy is calculated in the same way as a full redundancy would under this clause; however it is the difference between the pre-partial redundancy weekly wage to the post partial redundancy wage that is used to determine the "weekly wage" for the purpose of calculating the redundancy pay.

EG:

Weekly wage of employee pre-partial redundancy based on 38 hours per week plus allowances = \$920.40

Weekly wage of employee post-partial redundancy revised position based on 25 hours per week plus allowances = \$502.50

Partial Redundancy figure is:

$\$920.40 - \$502.50 = \$417.90$ X redundancy pay week figure based on years of service.

Leave accruals (days accrued) remain as they were in situations of partial redundancy.

4.5.7 Definition-week's wage

- a) For the purposes of this clause a week's pay means the relevant rate, and any loadings and all-purpose on going allowances to which the employee is normally entitled.

4.5.8 Paid Time off to Seek Alternative Employment

- b) Employees who are made redundant are to be given assistance by the employer in seeking suitable alternative employment, including being granted paid time off to look for work. With consent from the employer (which may include evidence of job seeking activity) up to one day per week during the notice period may be accessed for the purpose of job seeking.

4.6 SALARY PACKAGING AND SACRIFICE

- a) The rate of pay applicable to each classification specified in the wage rates of this Agreement may be packaged in accordance with the employer's salary packaging program.
- b) 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.

- c) The terms and conditions of such a package are subject to the following provisions;
- (i) the employer shall ensure that the structure of any package complies with taxation and other relevant laws;
 - (ii) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
 - (iii) the employer shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause 4.6 (b) above instead of a remuneration package;
 - (iv) the employer shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause 4.6 (b) (v) below shall continue to apply;
 - (v) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
 - (vi) a copy of the agreement shall be made available to the employee;
 - (vii) the employee shall be entitled to inspect details of the payments made under the terms of this Agreement;
 - (viii) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
 - (ix) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
 - (x) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging Agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;
 - (xi) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months' notice of the proposed change;
 - (xii) in the event that an employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause 4.6 (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
 - (xiii) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

4.7 STAFFING AND WORKLOADS

4.7.1 Work/life balance

- a) The employer and employees recognise the mutual benefit of ensuring that employees balance their professional and personal lives and are committed to making all reasonably practical efforts to ensure this occurs.

4.7.2 Work Health and Safety

- a) The employer is obliged by the relevant health and safety legislation and guidelines in each State and Territory to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to work, health and safety in the workplace. The employer will take into account work, health and safety when allocating work and when concerns about adequate staffing are raised in accordance with sub-clause 4.7.6 (Workload and staffing disputes).

4.7.3 Staffing

- a) The employer will make all reasonably practical efforts to ensure that it is sufficiently staffed and resourced so as to enable each employee to:
 - (i) perform all aspects of their role/position during their ordinary hours;
 - (ii) take rest intervals and meal breaks provided by this agreement; and
 - (iii) take leave provided for by this agreement and the NES.
- b) Where vacancies occur, the employer will make all reasonably practicable efforts to ensure:
 - (i) vacancies are filled within 3 months of the recorded date of the vacancy opening, or
 - (ii) where a vacancy will not or cannot be filled by the employer, that affected employees will be consulted with.

4.7.4 Allocation of work

- a) The employer further recognises that the allocation of work must, wherever reasonably practical to do so, include consideration of the employee's hours of work, current workload, health, safety, and welfare. Wherever reasonably practical to do so, work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work.

4.7.5 Reasonable overtime

- a) The employer will, wherever reasonably practical to do so, not require work to be undertaken beyond an employee's ordinary hours of work, except where the overtime is reasonable or necessary because the provision of service delivery is at risk or resident, or employee safety is at risk.

4.7.6 Workload or staffing disputes

- a) An employee, group of employees and/or representative (including a Union) (party) may request a review of their workload if they believe the workload is unreasonable. The request must be made in writing and set out details of the workload concern and the reasons why the workload is considered unreasonable.
- b) An employee or group of employees may seek representation to assist with the review request.

- c) On receipt of a request under this clause, the employer must give the party a written response within 21 days, stating whether the employer agrees to or disagrees with the request for a workload review.
- d) If the employer refuses the request for a workload review, the written response under subclause 4.7.6 (c) must include details of the reasons for the refusal.
- e) If the employer agrees to the request, a review of the workload of the employee or group of employees will be conducted.
- f) Following the completion of the review, and where it is found that an employee or group of employees has an unreasonable workload, the employer must take all reasonably practical steps to address and mitigate the workload risk. The party and the employer shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the employee or group of employees is reasonable.
- g) If, following consultation, the workload or staffing issue is not resolved, any party may refer it to the dispute resolution procedure of this agreement.

4.8 SUPERANNUATION

4.8.1 Superannuation legislation

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

4.8.2 Superannuation Fund

- a) Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. Where an Employee does not choose a superannuation fund the Employer must request an Employee's stapled fund.
 - (i) A stapled fund is an existing superannuation account linked, or 'stapled', to an Employee so it follows the Employee as they change Employers.
- b) Where an Employee fails to choose their own superannuation fund and the Employee does not have a stapled fund then the Employer must make the superannuation contributions provided for in sub-clause (4.8.3) and pay the amount authorised under sub-clauses (4.8.3) (4.8.4) or (4.8.5) to HESTA Super Fund (Health Employees Superannuation Trust Australia) or any successor.

4.8.3 Employer Contributions

- a) An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

4.8.4 Voluntary Employee contributions

- a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in sub-clause (4.8.3).
- b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of one month's written notice to their Employer.

4.8.5 Payment of Contributions

- a) The Employer must pay to the relevant superannuation fund the amount authorised under sub-clause (4.8.3) of this sub-clause no later than 31 days after the end of the month.
- b) The Employer must pay to the relevant superannuation fund the amount authorised under sub-clause (4.8.4) no later than 31 days after the end of the month in which the authorised deduction was made.

4.8.6 Superannuation Displayed on Pay slips

- (i) Superannuation contributions will be displayed on an Employee's pay slip.
- (ii) The amount displayed will be the total amount remitted as superannuation inclusive of Employer and Employee contributions.
- (iii) The amount displayed will be the total year to date amount remitted at the point in time when the pay slip is generated.
- (iv) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions

4.9 TRAINING

- a) The parties to this Agreement recognise the benefits that flow to employees and to the employer from appropriate training and personal development
- b) All training opportunities will be identified prior to the training commencing as either compulsory (required by the employer for the employee to attend) or discretionary (non-compulsory), so as there is no confusion as to whether payment must be provided or not

4.9.1 Professional Development

- a) Where practical the employer will schedule all professional development training during an employee's rostered shift, whereby employees will be paid as if the shift was worked and not spent in training. Where it is not practical to schedule training during rostered shifts the employee can attend the training after work hours at the employee's discretion. This discretionary training attendance will generally not be paid. In some cases, the employer may make the decision to treat this discretionary out of hours training as paid, in these instances employees will be notified prior to the commencement of the training. In these instances, additional hours for the purpose of attending training will be paid at base rates of pay, overtime, shift or penalty rates will not apply.

4.9.2 Compulsory Training

- a) Compulsory training is exclusive of professional development hours.
- b) Employees must attend compulsory training where indicated as such by the employer, including fire and emergency training, OHS training and manual handling training or any other training as may be required by regulatory bodies or the employer.
- c) Employees required to attend compulsory training shall be paid at the applicable rate of pay for when the period of training is allocated. Paid compulsory training shall not be counted as time worked for the purposes of calculating overtime or shift penalties in the agreement.

4.9.3 Professional Development

- a) Management at their discretion may approve study leave or professional development training that is deemed relevant to the employment and development needs of the employee.

4.10 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- a) This dispute resolution procedure will apply to disputes about:
 - (i) matters arising under this agreement;
 - (ii) matters in relation to the NES;
 - (iii) a workplace right as defined in the Fair Work Act 2009 subsection 341(1)
- b) If a dispute arises about this Agreement, the NES or workplace right, the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- c) If the matter arising under this Agreement, or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under (a) have been taken, a party to the dispute may refer the dispute to FWC. The parties may agree on the process to be utilised by FWC including mediation, conciliation and consent arbitration.
- d) The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- e) The parties to the dispute and their representatives must act in good faith in relation

to the dispute.

- f) The parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration;
- g) While the dispute is being resolved, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

4.11 NOTICE BOARD

- a) The employer is to permit a notice board to be erected in the workplace(s) for the use of employees and their unions.
- b) The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard located at each of the employer's workplaces and/or through electronic means, whichever makes them more accessible.

4.12 UNION DELEGATES

- (a) It is recognised that union delegates or elected workplace representatives, with approval of the Union and authorisation of the employer will participate in the following duties free from any discrimination in their employment when it is appropriate to do so:
 - represent the interests of members to the employer;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - participate in the operation of the Union which includes representing members on workplace issues;
 - represent members on any relevant consultative committee at the workplace;
 - attend union education, subject upon application to and approval from the employer;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace, subject upon application to and approval from the employer;
 - attend union annual Delegates Conference, subject upon application to and approval from the employer.
- (b) Representation Rights
 - (i) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to three (3) days leave with pay each calendar year, non-cumulative, to:
 - (A) attend union education;

- (B) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
- (C) attend union annual Delegates Training Conferences.

(c) Without limiting the above, leave shall be available as follows:

Number of Employees per geographical location where Service Activities occur	Number of delegates or workplace representatives eligible for 3 days paid leave in any 12 month period.
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

- (d) The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.
- (e) The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Employer shall not use this sub-clause to avoid an obligation under this clause.
- (f) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (g) Each Employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an Employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (h) 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.
- (i) An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.
- (j) 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.
- (k) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the Agreement.

4.13 VACCINATIONS

- a) Tandara Lodge will offer annual influenza vaccinations to all employees at no cost to the employee.

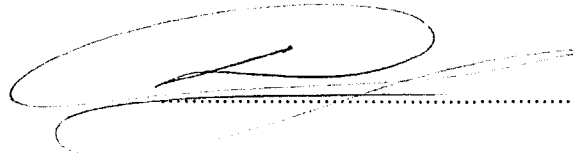
4.14 NO EXTRA CLAIMS

- a) The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- b) Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.
- c) Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

5 PART 5 - SIGNATORIES:

SIGNATORIES – FOR THE EMPLOYERS:

Signed:




(for and on behalf of **TANDARA COMMUNITY LODGE INC**)

Date 7 JUNE 2024

Name in full (printed): PAUL CRANTOCK

Position: CEO

Address: HERMITAGE LANE
MORARTY TAS

Witnessed by (signature) 

Witness Name in Full MICHELLE SCOLYER

Position: ADMINISTRATION OFFICER

Witness address: SUSAN STREET
TURNERS BEACH TAS.

SIGNATORIES – BARGAINING REPRESENTATIVES

SIGNATURE: 

NAME: *Robbie Moore*

ADDRESS: *11 Clare Street, New Town 7008*

POSITION: State Secretary
Health Services Union Tasmania Branch
(On behalf of members who are covered by the Agreement)

WITNESS SIGNATURE:


WITNESS NAME



DATE:

7-6-22

SIGNATORIES – BARGAINING REPRESENTATIVES

SIGNATURE: 

NAME: Emily Shepherd

ADDRESS: 182 Macquarie Street, Hobart TAS 7000
Branch

POSITION: ~~State~~ Secretary
Australian Nurses and Midwifery Federation
(On behalf of members who are covered by the Agreement)

WITNESS SIGNATURE: 

WITNESS NAME Mary Jane Bickel

DATE: 18 June 2024

SIGNATURE:

NAME:

ADDRESS:

POSITION:

(On behalf of members who are covered by the Agreement
(Bargaining Representative))

WITNESS SIGNATURE:

WITNESS NAME

DATE:

6 SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

6.1 CLASSIFICATIONS

6.1.1 Enrolled Nurses

Enrolled Nurse-pay point 1

Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed. An employee will be appointed based on training and experience including:

- having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
- having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

Enrolled Nurse-pay point 2

Pay point 2 refers to the pay point to which an EN has been appointed. An employee will be appointed to this pay point based on training and experience including:

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

Enrolled Nurse-pay point 3

Pay point 3 refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled Nurse-pay point 4

Pay point 4 refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

- medication endorsement obtained, to be able to administer medication to patients, within the defined Scope of Practice of the Enrolled Nurse, and
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

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 patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

Enrolled Nurse-pay point 5

Pay point 5 refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

- medication endorsement obtained, to be able to administer medication to patients,

- within the defined Scope of Practice of the Enrolled Nurse, and
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

Enrolled Nurse-Pay point 6

Pay point 6 refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

- medication endorsement obtained and being used for at least 2 years (3950 hours of employment), to be able to administer medication to patients, within the defined Scope of Practice of the Enrolled Nurse.

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 psychological needs of individuals/groups.

6.1.2 Registered Nurses

Registered Nurse-level 1 (RN1)

An employee at this level performs their duties: according to their level of competence; and under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

- An EN through study who transitions to an RN qualification, will commence at RN pay point 2.
- A graduate nurse with a Bachelor of Nursing (3 year degree) will commence at RN pay point 2.

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

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

Registered Nurse-level 2 (RN2)

An employee at this level:

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

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

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant 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 patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered Nurse-level 3 (RN3)

An employee at this level:

- holds any other qualification required for working in the employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level

when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

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

Duties of a Clinical nurse consultant will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

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

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

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

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;

- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered Nurse-level 4 (RN4)

An employee at this level:

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

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

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

In addition to the duties of an RN3, an employee at this level will perform the following duties:

Duties of an Assistant director of nursing (clinical) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

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

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education),

particularly in the areas of selection of staff within the employee's area of responsibility;

- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

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

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

Registered Nurse level 5-(RN5)

An employee at this level:

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

An employee at this level may also be known as a Director of nursing.

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

In addition to the duties of an RN4, an employee at this level will perform the following duties:

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

Nurse Practitioner

A Nurse Practitioner:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.

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

Role of a licensed Nurse practitioner

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

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

Scope of practice

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

- the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology

and plain screen x-rays.

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

7 SCHEDULE B - PAY RATES

7.1 Nursing Staff

Classification	Pay Point	% Increases		At the minimum	At the minimum
		Wage rate at 30 June 2023 \$ Per hour	Wage rate FFPP on or after 1 July 2024 \$ Per hour	3%	3%
Enrolled Nurse	Pay Point 1	\$34.399	\$35.431		\$36.494
Enrolled Nurse	Pay Point 2	\$35.116	\$36.169		\$37.255
Enrolled Nurse	Pay Point 3	\$35.833	\$36.908		\$38.015
Enrolled Nurse (Medication Endorsed entry)	Pay Point 4	\$35.664	\$36.734		\$37.836
Enrolled Nurse	Pay Point 5	\$38.285	\$39.434		\$40.617
Enrolled Nurse	Pay point 6	\$39.173	\$40.348		\$41.559
Registered Nurse Level 1	Pay Point 1	\$37.377	\$38.498		\$39.653
Registered Nurse Level 1	Pay Point 2	\$39.173	\$40.348		\$41.559
Registered Nurse Level 1	Pay Point 3	\$40.967	\$42.196		\$43.462
Registered Nurse Level 1	Pay Point 4 Minimum entry for 4 year degree	\$42.761	\$44.044		\$45.365
Registered Nurse Level 1	Pay Point 5 Minimum entry for Master's degree	\$44.556	\$45.893		\$47.269
Registered Nurse Level 1	Pay Point 6	\$45.977	\$47.356		\$48.777
Registered Nurse Level 1	Pay Point 7	\$47.757	\$49.190		\$50.665
Registered Nurse Level 1	Pay Point 8 and thereafter	\$49.537	\$51.023		\$52.554
Registered Nurse Level 2	Pay point 1	\$51.318	\$52.858		\$54.443

Registered Nurse Level 2	Pay point 2	\$52.504	\$54.079	\$55.701
Registered Nurse Level 2	Pay point 3	\$53.690	\$55.301	\$56.960
Registered Nurse Level 2	Pay point 4 and thereafter	\$54.879	\$56.525	\$58.221
Registered Nurse Level 3	Pay point 1	\$57.103	\$58.816	\$60.581
Registered Nurse Level 3	Pay point 2	\$58.438	\$60.191	\$61.997
Registered Nurse Level 3	Pay point 3	\$59.774	\$61.567	\$63.414
Registered Nurse Level 3	Pay point 4 and thereafter	\$61.606	\$63.454	\$65.358
Registered Nurse Level 4	Grade 1	\$68.228	\$70.275	\$72.383
Registered Nurse Level 4	Grade 2	\$70.824	\$72.949	\$75.137
Registered Nurse Level 4	Grade 3	\$73.420	\$75.623	\$77.891
Registered Nurse Level 5	Grade 1	\$68.228	\$70.275	\$72.383
Registered Nurse Level 5	Grade 2	\$70.824	\$72.949	\$75.137
Registered Nurse Level 5	Grade 3	\$73.420	\$75.623	\$77.891
Registered Nurse Level 5	Grade 4	\$78.613	\$80.971	\$83.401
Registered Nurse Level 5	Grade 5	\$81.550	\$83.997	\$86.516
Registered Nurse Level 5	Grade 6	\$84.485	\$87.020	\$89.630

8 SCHEDULE C - SUPPORTED WAGE SYSTEM

- a) This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.
- b) In this schedule:

- (i) approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
 - (ii) assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
 - (iii) disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme
 - (iv) relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged
 - (v) supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website:
www.jobaccess.gov.au
- c) SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

8.1.1 Eligibility criteria

- a) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- b) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

8.1.2 Supported wage rates

- a) Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause CS)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- b) Provided that the minimum amount payable must be not less than \$102 per week.

- c) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

8.1.3 Assessment of capacity

- a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- b) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

8.1.4 Lodgment of SWS wage assessment agreement

- a) All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with FWC.
- b) All SWS wage assessment agreements (SWSA) must be agreed and signed by the employee and employer parties to the assessment. Where a union, party to this agreement, is not a party to the SWSA, the assessment will be referred by FWC Australia to the union by certified mail and the SWSA will take effect unless an objection is notified to FWC within 10 working days.

8.1.5 Review of assessment

- a) The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

8.1.6 Other terms and conditions of employment

- a) Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

8.1.7 Workplace adjustment

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

8.1.8 Trial period

- a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- c) The minimum amount payable to the employee during the trial period must be no less than \$102 per week.
- d) Work trials should include induction or training as appropriate to the job being trialed.
- e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 8.1.3.

25th June 2024

IN THE FAIR WORK COMMISSION
FWC Matter No.: AG2024/2071

Applicant: Tandara Community Care Inc

Dear Deputy President Millhouse,

Re: Section 185 – Application for approval of Tandara Lodge Community Care Inc Nursing Agreement 2024, Undertakings – Section 190

I, Stacey Alexander, Senior Human Resources Consultant, have the authority given to me by Tandara Lodge to give the following undertakings with respect to the Tandara Lodge Community Care Inc Nursing Agreement 2024 ("the Agreement"):

1. Tandara Lodge Community Care undertakes that clause 2.12(a)-(c) Public Holidays will not be applied for the duration of the agreement. Clause 2.12(a)-(c) will be read and applied as:

2.12 - PUBLIC HOLIDAYS

- a) Employees are entitled to leave on public holidays in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 10 of the Act).
 - b) All employees (other than casuals) are entitled to the following public holidays with pay:
 - (i) Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (Devonport), Recreation Day; and shall be applied as prescribed by the Tasmanian Statutory Holidays Act 2000 as amended. Any future additional days that are recognised under the Statutory Holidays Act 2000 shall apply, except those that are identified as government holidays or applying only to certain persons.
 - c) Payment for the public holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.
1. Tandara Lodge Community Care undertakes that an NES exclusion clause will be applied for the duration of the agreement, which will be read and applied as:

'This Agreement will be read and interpreted in conjunction with the National Employment Standards (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'

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

25th June 2024

Date