



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**The Salvation Army (Tasmania) Property Trust as Trustee for the
Salvation Army (TAS) Social Work**
(AG2020/1262)

**THE SALVATION ARMY - TASMANIA DIVISION, BARRINGTON
LODGE NURSES AGREEMENT 2019**

Health and welfare services

COMMISSIONER WILSON

MELBOURNE, 10 JUNE 2020

*Application for approval of The Salvation Army - Tasmania Division, Barrington Lodge
Nurses Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as *The Salvation Army - Tasmania Division, Barrington Lodge Nurses Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Salvation Army (Tasmania) Property Trust as Trustee for the Salvation Army (TAS) Social Work. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 June 2020. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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<AE508242 PR720042>

Annexure A

THE SALVATION ARMY - TASMANIA DIVISION, BARRINGTON LODGE NURSES AGREEMENT 2019

EMPLOYER UNDERTAKINGS


Pursuant to section 190 of the Fair Work Act 2009, The Salvation Army (Tasmania) Property Trust, as trustee for The Salvation Army (Tasmania) Social Work ("**the Employer**") hereby undertakes the following in relation to *The Salvation Army – Tasmania Division, Barrington Lodge Nurses Enterprise Agreement 2019* ("**the Agreement**"):

1. Clause 7.2.5(d) 'Evidence supporting claim' be amended as follows:

When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the employee must, if required by the employer, establish by production of evidence that would satisfy a reasonable person, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

2. 'Schedule 2 – Classification Structure' under 'Registered Nurse – Level 2 (RN2)' at point 'b', be amended such that the wherever the title 'Clinical nurse consultant' is used, the title 'Senior nurse' takes its place.
3. The role of Director of Nursing at Barrington Lodge is a nursing role, notwithstanding that the Agreement does not apply to or cover this role.

Signed:



Name: Michele Jones, Senior Manager Human Resources

Date: 5 June 2020

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.

THE SALVATION ARMY TASMANIA DIVISION

BARRINGTON LODGE NURSES AGREEMENT

2019

1 Arrangement

By topic, the Agreement is arranged as follows:

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2 *Application and Operation of Agreement*

2.1 *Title*

This Agreement shall be known as The Salvation Army – Tasmania Division, Barrington Lodge Nurses Agreement 2019 ('the Agreement').

2.2 *Parties Bound*

This Agreement shall be binding on:

- The employer The Salvation Army (Tasmania) Property Trust as Trustee for The Salvation Army (Tasmania) Social Work (ABN 23 860 168 024) ('the employer'),
- The Health Services Union, Tasmania Branch and,
- The Australian Nursing and Midwifery Federation, Tasmania Branch;
- Employees who are employed by the employer to work at the Barrington Lodge aged care facility and are engaged in work in classifications contained within this Agreement.

2.3 *Date and Period of Operation*

2.3.1 This Agreement comes into operation seven (7) days after it is approved by Fair Work Commission (or otherwise named) and its nominal expiry date is 30 June 2021.

2.3.2 The first wage increase identified in Clause 5.5 Wages and Appendix 1 shall be effective from the first full pay period following the approval of this Agreement by the Fair Work Commission.

2.4 Definitions

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

"afternoon shift" means a shift commencing not earlier than 12.00 noon and finishing after 6.00pm on the same day.

"agreement" means The Salvation Army – Barrington Lodge – Nurses Agreement 2019.

"award" means the Nurses Award 2010.

"day shift" means a shift worked between 6.00am and 6.00pm.

"day worker" means an employee whose ordinary weekly hours are worked between 6.00am and 6.00pm Monday to Friday.

"de facto partner"

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

"employee" means an employee employed by the employer and covered by the scope of this Agreement

"employer" means The Salvation Army (Tasmania) Property Trust as Trustee for The Salvation Army (Tasmania) Social Work (ABN 23 860 168 024) as operator of Barrington Lodge.

"executive staff" means Director of Aged Care.

"immediate family" of an employee means:

- (a) a spouse, de facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"member of employee's household" in respect of an employee means any person or persons who usually reside with the employee.

"NES" means National Employment Standards.

"night shift" means a shift commencing on or after 6.00pm and finishing before 7.30am on the following day.

"preceptor" means an employee who is involved in the assessment and evaluation of student nurses.

"relevant rate" means the weekly salary for an employee's classification as specified in Schedule 1 of this Agreement.

"relevant hourly rate" means the salary for an employee's classification as specified in Schedule 1 of this Agreement (the relevant rate) divided by 38.

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

"senior nurse" means a nurse for whom this agreement does not apply, and whose duties exceed those of a Registered Nurse level 2 under this agreement.

"shift worker" means an employee other than a day worker.

"spouse" includes a former spouse.

"standard rate" means the relevant rate (weekly wage) for a Enrolled Nurse – level 1 pay point 1 in Schedule 1 of this Agreement

"the Act" means the *Fair Work Act 2010* (Cth.)

"year of service" means 1976 ordinary hours worked, and includes all paid leave.

2.5 Objectives of Agreement

- 2.5.1 Commitment to the provision of Quality Service Care to Residents in accord with provisions of the Aged Care Act 1997 as amended from time to time and the Charter of Residents Rights.
- 2.5.2 The Agreement commits the employer and its employees to achieve best practice standards in all aspects of the operations of the business, in meeting the requirements of the *Aged Care Act 1997*, as amended in particular the Accreditation process and Care Standards.
- 2.5.3 The Agreement aims at continually improving communication, consultation in relation to major change and cooperation at the workplace level between management and staff. The agreement recognises the important contribution of staff members to ensuring the employer future.
- 2.5.4 The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.

2.6 Flexibility Clause

- 2.6.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with arrangements about when work is performed and the arrangement meets the genuine needs of the employer and employee.
- 2.6.2 An individual flexibility arrangement must be initiated by the Employee and will only be considered in exceptional circumstances to accommodate family and/or personal circumstances.
- 2.6.3 The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.6.4 The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

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

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

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

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

2.7 Renegotiation of Agreement

The parties to this Agreement agree that negotiations for a new Agreement should commence no later than three (3) months prior to the expiration of this Agreement. If Agreement is not reached on a renegotiated Agreement at the expiration of this Agreement, the Agreement will continue in force until replaced or terminated.

3 *Dispute Resolution and Consultation*

3.1 *Dispute Resolution*

3.1.1 If a dispute relates to;

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards

this clause sets out procedures to settle the dispute.

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

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

If discussions at the workplace level do not resolve the dispute, then the matter will be escalated in accordance with The Salvation Army's grievance/dispute procedure.

3.1.4 Following this, if discussions do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

3.1.5 The Fair Work Commission may deal with the dispute in 2 stages:

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

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

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

3.1.6 While the parties are trying to resolve the dispute using these procedures:

- (a) An employee must continue to perform his or her work as he or she would normally unless he or she has had a reasonable concern about an imminent risk to his or her health or safety; and
- (b) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

The work is not safe: or

- (i) applicable occupational health and safety legislation would not permit the work to be performed; or
- (ii) the work is not appropriate for the employee to perform; or
- (iii) there are other reasonable grounds for the employee to refuse to comply with the direction.

3.2 Consultation

3.2.1 This term applies if:

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

3.2.2 For a major change referred to in subclause 3.2.1 (a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change, and
- (b) sub clauses 3.2.3 to 3.2.9 apply.

3.2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

3.2.4 If:

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

3.2.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

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

3.2.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 3.3.2 (a), 3.2.3 and 3.2.5 are taken not to apply.

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

- (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

3.2.10 In this term, **relevant employees** mean the employees who may be affected by the major change.

3.2.11 For a change referred to in subclause 3.2.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 3.2.12 to 3.2.16 apply.

3.2.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.

3.2.13 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

3.2.14 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

3.2.17 In this term, **relevant employees** mean the employees who may be affected by a change referred to in subclause 3.2.1.

4 Employment Relationship

4.1 Employment Categories

- (a) A **full-time employee** is an employee engaged to work for the full weekly ordinary hours as prescribed in this Agreement.
- (b) A **part-time employee** is an employee other than a full-time employee or casual employee, engaged to work regularly in each pay period for less hours than an equivalently classified full time employee.
- (c) A **casual employee** is an employee who is engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.

4.2 Contract of Hiring

- 4.2.1 All employees not employed as a casual employee will be employed by the fortnight.
- 4.2.2 An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- 4.2.3 An employee (other than a casual employee), is entitled to be paid, including any overtime and other penalty rates, if:
 - (a) as a result of an action by the employer, the employee does not work for the maximum number of ordinary working hours specified in this Agreement (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and
 - (b) the employee is ready and willing to work during those ordinary working hours.
- 4.2.4 Minimum engagement for all employment categories will be 2 hours.

4.3 Casual Employees

- 4.3.1 A casual employee's engagement is by the hour.
- 4.3.2 Notwithstanding 4.3.1 above, if required to attend for work, a casual employee must be provided with a minimum of two hours' work for each engagement or paid for a minimum of two hours for each engagement.

Provided that these provisions may be varied by agreement between the employer and the employee.
- 4.3.3 Casual employees shall be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to the commencement of morning shifts and up to 6 hours prior to commencement for afternoon or night shifts.

Provided that the above notice period is a minimum and the employer commits to give as much notice as possible in relation to the cancellation of casual work.

Provided further that where the minimum notice as described herein is not given the employee shall be entitled to 2 hours pay.
- 4.3.4 A casual employee whose engagement is cancelled without the minimum notice specified in 4.3.3 above and who has incurred child care fees shall, upon providing the employer with documentary proof of the expenditure so incurred, be reimbursed in full.

Provided that a claim for reimbursement must be made to the employer no later than four weeks from the date the expenditure was incurred.

- 4.3.5 The rate of pay for ordinary hours of work is the relevant hourly rate, plus a 25% loading in lieu of annual leave, personal leave and public holidays.
- 4.3.6 Casual employees must not be placed on a roster for a period in excess of six weeks unless engaged to temporarily cover the absence of a full time or part time employee.

4.4 Part Time Employees

- 4.4.1 A part time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- 4.4.2 Before commencing part time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- 4.4.3 The terms of the agreement may be varied by agreement and recorded in writing.
- 4.4.4 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 38.

4.5 Termination of Employment

4.5.1 Notice of termination by employer

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

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in 4.5.1 (a), employees over 45 years of age with not less than two years continuous service at the end of the day the notice is given are entitled to additional notice of one week.
- (c) Payment in lieu of the notice prescribed in 4.5.1 (a) and 4.5.1 (b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required notice period and by the employer making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (i) the employee's ordinary hours of work (even if not standard hours) and,

- (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties and
 - (iii) any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply in the case of:
- (i) dismissal for conduct that justifies summary dismissal; or
 - (ii) casual employees.

4.5.2 Discussions prior to decision to terminate employment

In circumstances where termination of employment at the initiative of the employer may result, the employer is to notify the employee concerned of the issues in writing and the employee will be given an opportunity to respond to these issues.

The employee has a right to be represented by a union official and/or any other person of the employee's choice.

4.5.3 Notice of termination by employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold, with the employee's authorisation, an amount not exceeding one weeks' wages.

4.6 Redundancy (Severance)

4.6.1 Redundancy is a matter provided for in the NES (Division 11 – Notice of termination and redundancy pay). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

4.6.2 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

4.6.3 Week's pay for the purposes of this clause means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- (a) overtime;
- (b) penalty rates;
- (c) disability allowances;
- (d) shift allowances;
- (e) special rates;
- (f) fares and travelling time allowances;
- (g) bonuses; and
- (h) any other ancillary payments of a like nature.

4.6.4 Exclusions

- (a) This clause does not apply to employees with less than one year's continuous service. The general obligation of employers is to give such

employees and their chosen representative, which may be the union, an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as must be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

- (b) This clause does not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

4.6.5 Period of notice of termination on redundancy

- (a) If the services of an employee are to be terminated due to redundancy the employee must be given notice of termination as prescribed the Termination of Employment clause of this Agreement.
- (b) Should the employer fail to give notice of termination as required in this Agreement the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given.

4.6.6 Time off during notice period

- (a) During the period of notice of termination given by the employer, an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.6.7 Severance pay

- (a) In addition to the period of notice prescribed for termination in clause 4.5 – Termination of employment, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay
8 years and less than 9 years	14 weeks pay
More than 9 years	16 weeks pay

5 Rate of Pay and Related Matters

5.1 Classification Criteria

5.1.1 Enrolled Nurse

A salary scale of five pay points applies to Enrolled Nurses and incremental progression through each step will occur in accordance with 5.2.2.

5.1.2 Medication Endorsed Enrolled Nurses

A salary scale of two pay points applies to Enrolled Nurses who are medication endorsed and incremental progression through each step will occur in accordance with 5.2.2.

5.2 Salaries – Progression and Advancement

5.2.1 Conversion of weekly salaries to hourly rates

Where, for the purpose of any provision of this Agreement, it is necessary to convert a weekly salary into an hourly rate, it will in every instance, be ascertained by using the formula: divide the weekly salary by 38.

5.2.2 Incremental payment

Employees shall be entitled to increments for service in their respective classification level following the completion of 1786 hours of work. Progression to the next applicable increment cannot occur earlier than twelve (12) months from the date of progression to the current increment.

5.2.3 Salary on appointment

- (a) An RN, on appointment, will be paid a rate of salary by reference to the employee's relevant continuous experience since becoming a RN.
- (b) An EN, on appointment, will be paid at a rate of salary by reference to the employee's relevant:
 - (i) continuous experience since becoming an EN or
 - (ii) if employed as an Extended Care Assistant/direct client contact services employee immediately prior to undertaking a recognised course of study to become an EN and who is recognised by an EN by the Nursing and Midwifery Board of Australia, must, on appointment as an EN, receive a rate of pay within the EN salary scale which is consistent with the recognition of relevant training, experience and skill gained immediately prior to undertaking the recognised EN training course.
- (c) For the purpose of 5.2.3(a) and 5.2.3(b), in determining relevant continuous experience
 - (i) Any period of service prior to an absence of less than five years from active nursing duties at the classification in which the employee is employed, or is to be employed, or any such service at a higher classification, will be taken into account.
 - (ii) Any period of service prior to an absence of five years or more from active nursing duties at the classification in which the employee is employed or is to be employed, or any such service at a higher classification, will be taken into account where the employee has successfully completed a refresher course approved by the Nursing and Midwifery Board of Australia. RNs undertaking the re-entry to

practice course will be paid at RN Level 1 Year 1 during their course clinical time. ENs undertaking the re-entry to practice course will be paid at the first increment of the EN pay scale during their course clinical time.

- (iii) Completed months will be taken into account.
- (iv) Service in a classification higher than that in which the employee is employed or is to be employed will be recognised. To avoid any doubt, no employee can progress beyond the highest increment of the classification to which they have been appointed except through promotion.
- (v) The onus of proof of previous continuous employment will be on the employee and will be established at the time of employment. An employer will, when provided with evidence by an employee, accept, reject or request further particulars to establish continuous experience.
- (vi) If an employee deliberately misrepresents previous continuous experience, such action will amount to misconduct and any service misrepresented will be disregarded in calculating the employee's position on the relevant incremental scale. When non-disclosure is not by virtue of deliberate misrepresentation, previous continuous experience will only be taken into account in determining the employee's position on the relevant scale from the time that it is made known to the employer.

5.2.4 Higher Duties

An employee who, for a period of three consecutive working days or more, performs the duties of a person with a higher classification, then that employee shall be paid the rate applicable to the higher paid classification.

5.3 Allowances

5.3.1 On-call allowance

- (a) An on-call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each twenty four (24) hour period or part thereof:
 - (i) Between rostered shifts or ordinary hours, Monday to Friday inclusive – 2.35% of the standard rate; or
 - (ii) Between rostered shifts or ordinary hours on a Saturday – 3.54% of the standard rate; or
 - (iii) Between rostered shifts or ordinary hours on a Sunday or Public Holiday - 4.13% of the standard rate.

For the purpose of this clause the whole of the on-call period is calculated according to the date on which the major portion of the on call period falls.

5.3.2 Requirement to remain on premises during a meal break

- (a) An employee who is required to remain on the premises during a meal break, but is free from duty, will be paid an allowance equivalent to the length of the meal break paid at ordinary rates.
- (b) Notwithstanding sub clause (a) above, an employee who was employed at the Barrington Lodge facility prior to the commencement of this Agreement

and whose employment has been continuous since will not be entitled to the allowance.

5.3.2 Meal Allowance

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.15, in addition to any overtime payment as follows:
 - (i) When required to work after the usual finishing hour of work beyond one hour, or in the case of shift workers, when the overtime worked on any shift exceeds one hour.
 - (ii) Provided that where such overtime work exceeds four hours a further meal allowance of \$11.86, will be paid.
- (b) The allowance prescribed herein will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) The meal allowance will be paid in the same pay period as worked.
- (d) The meal allowance prescribed by this clause will be increased from the first full pay period on or after 1 July 2020 by 2.5%.

5.3.3 Clothing and Equipment

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.46 per shift or part thereof on duty or \$7.29 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.38 per shift or part thereof on duty or \$1.73 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) The uniform and laundry allowances prescribed by this clause will be increased from the first full pay periods on or after 1 July 2020 by 2.5%.

5.3.4 Nurse in-charge allowance

A registered nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit where a senior nurse is normally employed, will receive a payment as per Schedule 1 for each shift worked.

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

5.3.5 Post Graduate Allowance/Enrolled Nurse Qualification Allowance

- (a) A registered nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows:
 - (i) for a post graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate of pay;
 - (ii) for a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the relevant hourly rate of pay;
 - (iii) a masters or a doctorate – 7.5% of the relevant hourly rate of pay;
- (b) An enrolled nurse who holds an Advanced Diploma of Nursing will be paid an allowance of 4% of the relevant hourly rate of pay in addition to salary.
- (c) An enrolled nurse who holds a qualification in addition to the qualification leading to his or her enrolment as a nurse will be paid an allowance of 2% of the relevant hourly rate of pay in addition to salary.

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

PROVIDED FURTHER THAT payment of an allowance under this sub clause is dependent upon the qualification being relevant to the employee's current area of practice, that the qualification is required by the employer and that the qualification is used in the performance of the employee's work. The allowance is only payable after application and approval by the Employer.

5.3.6 Preceptorship Allowance

A Level 1 or Level 2 Registered Nurse who acts as a preceptor will receive a payment as per Schedule 1 for every hour whilst acting in this role subject to the following:

- (a) the Preceptor Program must be approved by the employer; and
- (b) the allowance is only paid for assessment and evaluation; and
- (c) the Preceptor role must be identified as part of the Registered Nurses' position; and
- (d) where the employer requires an employee to act as a preceptor the employer will pay all course fees and provide for time off on full pay to attend the preceptorship course.
- (e)

5.4 Payment of Salaries

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

5.4.1 Salaries must be paid fortnightly, unless there is a written contract to the contrary in which case the period is limited to a monthly maximum period.

5.4.2 Upon termination of the employment, salaries due to an employee will be paid to the employee on the following pay day.

5.5 Salaries

- 5.5.1 The salaries of employees covered by this Agreement will be as per Schedule 1 in this Agreement.

5.6 Superannuation

5.6.1 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.
- (b) The employer must pay to the relevant superannuation fund the amount specified in 5.6.1(a) no later than 28 days after the end of each month.

5.6.2 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 5.6.1.
- (b) An employee may adjust the amount of 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.
- (c) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs 5.6.2(a) or 5.6.2(b) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.

5.6.3 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in 5.6.1 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in 5.6.1 and 5.6.2 to Hesta Super Fund (Health Employees Superannuation Trust Australia). Hesta Super Fund offers a MySuper product.

5.7 Salary Packaging

- 5.7.1 Salary packaging under this Agreement allows the employee to voluntarily elect to receive a component, which will not exceed the grossed up taxable figure of \$30,000 or such other amount as may be prescribed by the Australian Taxation Office from time to time of their remuneration in a form other than take home pay.
- 5.7.2 To avoid doubt, the employer will not be held responsible in any way for an employee's income tax liability arising from a salary packaging arrangement.
- 5.7.3 The employer will nominate a provider of salary packaging services to manage these arrangements. The employee will be responsible for the costs of managing these arrangements by the provider.
- 5.7.4 The employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary packaging to the employees under this agreement.

- 5.7.5 The employees will be offered the opportunity to choose from the list of benefits at 5.7.8 of this Clause, which will be paid by the employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the employer. The new gross salary is then subject to PAYG tax.
- 5.7.6 All entitlements such as wage increases, superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- 5.7.7 The employees covered under this Agreement will have access to salary packaging arrangements subject to the signing of The Salvation Army's Salary Packaging Agreement, and adherence to the provider's terms and conditions.
- (a) Accessing a salary packaging arrangement is a voluntary decision to be made by the individual employee.
 - (b) The employee wishing to enter into a salary packaging arrangement will be required to sign a document which indicates that:
 - (i) they have sought expert advice in relation to entering into such an arrangement;
 - (ii) they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary packaging to the employer does not increase;
 - (iii) if the employee elects to continue with packaging, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement;
 - (iv) that upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- 5.7.8 Benefits available to be packaged are as defined in this Clause.
- Subject to the terms and conditions contained in this Agreement, the employer, shall pay to an employee who requests this option during the duration of this Agreement, an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable consisting of
- (a) A benefit component of not more than the allowable amount of the employee's ordinary time wages under this Agreement payable for the following as defined by the policy and procedures of the employer. These include:-
 - (i) superannuation
 - (ii) motor vehicle payments and running costs
 - (iii) mortgage and personal loan repayments
 - (iv) health, life and disability insurance
 - (v) utility expenses (eg. Electricity, gas, water, rates, etc.)
 - (vi) school fees
 - (vii) child minding expenses
 - (viii) subscriptions and memberships
 - (ix) car parking
 - (x) credit card expenses (other than cash advances).
- 5.7.9 Any agreement made pursuant to this Clause is terminable by either party providing at least 14 days' notice of withdrawal from such agreement.

5.7.10 The employee will be responsible for any fees and other charges for the services provided by the salary packaging provider.

5.7.11 These arrangements are subject to the current legislation affecting salary packaging for Public Benevolent Institutions (PBIs).

6 Hours of Work, Day Workers, Shift Work, Overtime and Meal Breaks

6.1 Hours of Work – Day Workers

- 6.1.1 The ordinary hours of work for a full time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 6.1.2 The ordinary shift duration shall be 8 hours per day, which may by mutual agreement be increased to a maximum of 10 hours per day exclusive of meal breaks.
- 6.1.3 The ordinary span of hours of work for a day workers will be between 6.00 a.m. and 6.00 p.m. Monday to Friday.

6.2 Shift Work

6.2.1 Definitions

In this Agreement:

- (a) **Afternoon shift** means any shift commencing not earlier than 12 noon and finishing after 6.00 p.m. on the day of the shift.
- (b) **Night shift** means any shift worked between the hours of 6.00 p.m. and 7.30 a.m. on the following day

6.2.2 Hours of Work – Shift Workers

- (a) The ordinary hours of work for a full time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- (b) The ordinary shift duration shall be 8 hours per day, which may by mutual agreement be increased to a maximum of 10 hours per day exclusive of meal breaks.
- (c) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine hours since the employee's previous shift finished.
- (d) The number of rostered hours worked by a part time shift worker shall not exceed 76 hours in any one fortnight. Where the hours do exceed 76 hours, those excess hours are to be paid at double time.

6.2.3 Shift Work Allowances

- (a) All employees are to be paid the following rates when working on shifts:
 - (i) Afternoon shift:- 12.5%
 - (ii) Night shift: 15.0%
- (b) A shift worker who:
 - (i) during a period of engagement on shift, works nights shift only; or
 - (ii) works on night shift for a period in excess of four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;shall for such engagement, period or cycle be paid 30% more than the employee's relevant rate for all time worked during ordinary working hours.
- (c) A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the

employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in 6.2.3 (a).

- (d) A shift worker who works on a rostered shift, the major portion of which falls on a Sunday, shall be paid at the rate of time and three quarters of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in 6.2.3 (a).
- (e) A shift workers who works on a rostered shift, the major portion of which falls on a Public Holiday, shall be paid at the rate of double time of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in 6.2.3 (a).
- (f) Provided that this clause shall not prejudice any right of an employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.
- (f) The additional payments specified above will not form part of an employee's ordinary pay for the purposes of this Agreement.

6.2.4 Daylight saving

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

- (a) employees shall be paid for actual time worked irrespective of the length of the shift; and
- (b) employees paid in accordance with (a) above are not entitled to payment for the 1 hour lost.

6.3 Rosters

- 6.3.1 The ordinary hours of work for each employee must be displayed on a roster in a place conveniently accessible to employees at least 28 days before the commencement of the day on which the roster commences.
- 6.3.2 The roster will be for a 28 day period.
- 6.3.3 The roster must provide for not more than eight shifts to be worked in any nine consecutive days.
- 6.3.4 The roster must make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by arrangement between the employer and the employee(s) concerned.
- 6.3.5 The roster must not be changed without a minimum of four weeks notice.
 - (a) provided that by agreement between the employer and the employee(s) concerned changes to rosters may occur without the four weeks notice.
 - (b) provided further, an employee's place on a roster shall not be changed except with a week's notice of such a change, or payment of the relevant overtime rate.

6.4 Meal Breaks

- 6.4.1 Day workers and shift workers who work in excess of five continuous hours are entitled to an unpaid meal break of between 30 and 60 minutes, the duration of which will be determined by the employer.

- 6.4.2 In lieu of the unpaid meal break in 6.4.1 above, employees who were employed at the Barrington Lodge facility prior to the commencement of this Agreement and whose employment has been continuous since shall be entitled to a paid meal break.
- 6.4.2 Subject to existing custom and practice day workers who are required to work during their usual meal break shall, for all work performed during such period and until a meal break is allowed, be paid at the rate of time and one half of their relevant rate.
- 6.4.3 Unless agreed otherwise between the parties, a shift worker who is unrelieved for the period of the meal break, and until such time they are relieved shall be paid at the rate of time and a half.
- 6.4.4 When an employee is interrupted during a meal break by a call to duty, the extent of the interruption must be counted as time worked and the employee must be allowed to continue such meal break as soon as practicable. Overtime shall be paid for the interrupted meal break.

6.5 Charges – Employer provided meals

- 6.5.1 Where the employer provides meals to an employee the charge will be the cost price to the employer of providing meals minus 10%. The charge for meals will be adjusted annually and communicated to employees.

6.6 Overtime

6.6.1 Reasonable Overtime

- (a) Subject to sub-clause 6.6.1 (b), an employer may require an employee to work reasonable overtime at the overtime rates set out in sub-clause 6.6.3.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it, and;
 - (v) any other relevant matter.
- (c) Overtime is not to be worked without the prior approval of the employer.

- 6.6.2 All employees are paid at overtime rate for the authorised work in excess of the ordinary working hours of a full-time employee or rostered hours set out in clause 6.1 and 6.2 hours of work. Employees who agree to work in excess of their rostered shift hours will be paid at the applicable overtime rate for all hours worked in excess of eight hours.

6.6.3 The overtime rates are as follows:

- (a) Monday to Saturday inclusive, is paid at the rate of 150% for the first two hours and 200% thereafter until the completion of the overtime worked.
- (b) Sunday is paid at the rate of 200% for the overtime hours worked.

(c) Public holidays are paid at the rate of 250% for the overtime hours worked.

6.6.3 Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties. That payment for overtime must not in the aggregate exceed the equivalent of 250% of an employee's relevant rate.

6.6.4 Calculation of payments

(a) The hourly rate to be used for such calculations is defined in 5.2.1.

(b) Casual employee overtime rates is to be calculated by reference to the relevant hourly rate.

PROVIDED that if a casual works overtime on a public holiday that employee shall be paid double time calculated at the loaded rate.

6.6.5 Time off in lieu of payment for overtime

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

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

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

6.6.6 Rest period after overtime

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

(b) Employees, other than casual employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next, that they have not had at least eight consecutive hours off duty between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.

(c) If at the direction of the employer an employee resumes or continues work without having had eight consecutive hours off duty, the employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

6.6.7 Meal break when required to work overtime

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

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

7. Leave and Public Holidays

7.1 Annual Leave

Annual leave is a matter provided for in the NES (Division 6 – Annual Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7.1.1 Entitlement

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

(a) Day workers

Full time employees working a thirty eight hours week are entitled to 190 hours' annual leave after 12 months continuous service, to be taken in a period of 35 consecutive days (including non working days), except where otherwise permitted under this Agreement.

(b) Shift workers

Shift workers who work at least twenty Saturdays or Sundays or any combination of Saturdays and Sundays totalling twenty in any one leave year, shall be allowed, in addition to the 190 hours prescribed in sub clause 7.1.1 (a) above, an extra 38 hours' annual leave to be taken in a period of 7 consecutive days (including non working days).

7.1.2 Annual leave - public holidays

- (a) Annual leave taken shall be exclusive of any public holiday prescribed in clause 7.8 – Public Holidays.

7.1.3 Time of taking annual leave

- (a) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- (b) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

7.1.4 Annual leave loading

For any period of annual leave an employee is to be paid a loading, calculated as follows:

(a) Day Worker

An employee who, if not taking annual leave would otherwise have worked on day work only, a loading of 17.5% of the employee's relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the employee is entitled.

(b) Shift worker

An employee who, if not taking annual leave would otherwise have worked on shift work only, a loading of 17.5% of the employee's relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the employee is entitled.

However an employee who would have received shift payments as specified in the Shift Workers clause of this Agreement had the employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the relevant rate, then the employee's annual leave loading is to

be calculated as an amount equivalent to the shift payments the employee would have received in accordance with the employee's projected shift roster.

7.1.5 Cashing out of annual leave

Except for accrued and pro rata annual leave entitlements paid to an employee on termination of employment, payment made, or accepted, in lieu of annual leave may only occur as per the conditions of this clause.

- (a) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- (b) Employees may not cash out more than two weeks' accrued leave in any 12 month period;
- (c) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (d) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

7.2 Personal/Carer's Leave

Personal/carer's Leave is a matter provided for in the NES (Division 7 – Personal/Carer's Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Unless specifically stated, the provisions of this clause apply to an employee, other than one engaged as a casual employee in receipt of a loading in lieu of an entitlement to paid leave.

7.2.1 Definitions

The term **immediate family** includes:

- (a) Spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee.
- (b) Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or spouse of the employee.
- (c) A person with whom the employee has established an enduring relationship and for whom the employee has become the person to deliver physical and/or emotional support, i.e. the primary relationship of the employee.
- (d) Or as otherwise provided by the relevant legislation.

7.2.2 Amount of paid personal/carer's leave

- (a) For each year of service with the employer, and employee is entitled to 10 days' paid personal/carer's leave.
- (b) Part time employees are entitled to 10 days' paid personal/carer's leave on a pro-rata basis.

- (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.

7.2.3 Taking paid personal/carer's leave

An employee is entitled to take paid personal/carer's leave:

- (a) when they are absent due to personal illness or injury; or
- (b) to care for or support members of their immediately family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency.

7.2.4 Employee must give notice

- (a) The employee must, as soon as reasonably practicable, which may be a time after the leave has started, inform the employer of their inability to attend for duty and, as far as practicable and reasonable under the circumstances, state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonable practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer as soon as practicable of such absence.

7.2.5 Evidence supporting claim

- (a) When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.
- (b) However, unless required by the employer, up to two days of sick leave absence may be allowed without the production of a medical certificate, or other reasonable evidence.
- (c) When taking leave to care for or support members of their immediate family or household who are ill or injured and require care or support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (d) When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

7.2.6 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave when a member of their immediate family or household requires care or support because of:

- (a) a personal illness, or personal injury affecting the member; or
- (b) an unexpected emergency affecting the member.

The employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.

7.2.7 Casual employees

- (a) Subject to the evidentiary and notice requirements in subclause 7.2.5 (a) and (b) above, casual employees are entitled to take unpaid leave when a member of their immediate family or 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.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to unpaid leave. In the absence of agreement, the employee is entitled to leave for up to two days on each occasion.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements providing for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.3 Compassionate leave

Compassionate leave is a matter provided for in the NES (Division 7 – Personal/Carer's Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7.3.1 Paid compassionate leave entitlement

An employee is entitled to a period of 2 days paid compassionate leave for each occasion when a member of the employee's immediate family or household

- (a) contracts or develops a personal illness that poses a serious threat to his or her life, or
- (b) sustains a personal injury that poses a serious threat to his or her life, or
- (c) dies.

Evidence that is reasonably required of the illness, injury or death must be given by the employee to the employer if so requested.

Compassionate leave is able to be taken as follows:

- (a) a single unbroken period of 2 days, or
- (b) two separate periods of 1 day each, or
- (c) any separate period to which the employee and his or her employer agree.

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

The employer must pay the employee the ordinary base rate of pay in respect of leave taken during that period.

For casual employees, compassionate leave is unpaid.

7.3.2 Unpaid compassionate leave entitlement

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

7.4 Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Island tradition to be absent from work for Aboriginal or Torres Strait Island ceremonial purposes will be entitled up to 10 working days unpaid leave in any one year with the approval of the employer.

7.5 Other Leave

Director of Aged Care, in consultation with the Divisional Human Resources manager, may authorise any reasonable request for paid or unpaid leave including bereavement, maternity, special leave and other leave in addition to personal leave allocations, subject to being satisfied that any request is legitimate prior to granting approval and any potential impact on the activities of the employer.

7.6 Parental Leave

Parental leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements). Employees may also seek parental leave in accordance with the Federal Government's Paid Parental Leave Scheme.

7.7 Community service leave

Community service leave will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 8 – Community Service Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7.7.1 Jury Service

- (a) Eligible employees are entitled to receive their applicable ordinary hourly rate of pay for attending Jury Service (limited to 10 days maximum under the NES).
- (b) The employee shall notify the employer as soon as practical of the date on which they are required to attend for Jury Service. The employee will also provide the employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.
- (c) Upon notification to attend for Jury Service, the employee is required to submit a leave application form.

7.8 Public Holidays

7.8.1 Prescribed public holidays in this Agreement are as follows:

- (a) New Year's Day, Good Friday, Easter Monday, Christmas Day, and Boxing Day, Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day; and
- (b) Hobart Regatta Day and Show Day; and

- (c) Other such days as may be observed or declared or prescribed under law to be observed generally in the locality in lieu, or in addition to the aforementioned holidays.

- 7.8.2 All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.
- 7.8.3 An Employer and the employees may, by agreement, substitute another day for a public holiday.
- 7.8.4 All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday-Friday employees.
- 7.8.5 Where an employee's accrued day off falls on a public holiday, another day, determined by the employer will be taken instead within the same four or five week work cycle, where practical.

7.9 Family and Domestic Violence

- 7.9.1 The entitlement to unpaid Special Leave for family and domestic violence comes from the National Employment Standards (NES). The provisions of the NES will apply to the extent of any inconsistency with this procedure.
- 7.9.2 'Family and domestic violence' means violent, threatening or other abusive behaviour by an Employee's close relative that:
 - a) Seeks to coerce or control the Employee; and
 - b) Causes them harm or fear.
- 7.9.3 All Employees (including part time and casual Employees) are entitled to five days unpaid Special Leave for family and domestic violence each year.
- 7.9.4 In addition to the five days unpaid Special Leave for family and domestic violence each year, an Employee (other than a casual employee) may be eligible for paid Special Leave for family and domestic violence. Paid Special Leave for activities related to family and domestic violence or elder abuse may be granted without an Employee's other leave entitlements first being exhausted, up to 20 days per year (pro rata for part-time employees).
- 7.9.5 Supporting evidence or proof of family and domestic violence or elder abuse may be required, and can be in the form of an appropriate document issued by the police service, court, a health professional (e.g. general practitioner, district nurse, and maternal health care nurse), a family violence support service or lawyer.
- 7.9.6 TSA is committed to supporting workers experiencing family and domestic violence and offers a range of support services including pastoral care and an Employee Assistance Program (EAP). An Employee who experiences family and domestic violence may access flexible work arrangements where appropriate and subject to reasonable consideration of operational requirements of the employer. A safety plan may also be developed by the Employer in collaboration with the Employee.

7.10 Paid parental leave

7.10.1 Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:

- a) first claim: where eligible for unpaid parental leave; and
- b) second and subsequent claims: where an employee having returned to work from a period of parental leave has worked for 3 months prior to each claim (exclusive of any paid or unpaid leave).

7.10.2 For the purposes of the calculation of "ordinary pay" for paid parental leave purposes, an employee will be paid the higher of:

- a) The average of the ordinary hours actually worked by the employee in the 12 month period ending at the commencement of parental leave; or
- b) The ordinary hours worked by the employee at the time of the commencement of parental leave.

7.10.3 Paid parental leave includes:

- a) 12 weeks paid maternity leave for the birth mother;
- b) 12 weeks paid adoption leave for the initial primary carer of the adopted child; and
- c) 2 weeks paid partner leave.

7.10.4 Paid partner leave will be payable to:

- a) the father; or
- b) partner of the birth mother; or
- c) partner of the initial primary carer of an adopted child.

7.10.5 Partner includes same-sex and de facto partner but does not include former de facto partners.

7.10.6 Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the employee's entitlement to paid maternity leave.

8. Employee wellbeing

8.1 Annual influenza vaccination

The employer will make annual influenza vaccinations available to employees. Influenza vaccinations organised by the employer will be at no cost to the employee.

9 Childcare

9.1 Reasonable childcare costs

Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work and consequently the employee utilises paid child care, the employer will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.

- 9.1.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 9.1.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 9.1.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 9.1.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted.
- 9.1.5 The employee will provide the employer with documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 9.1.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

SIGNATORIES

Signed for and on behalf of The Salvation Army (Tas) Property Trust as Trustee for The Salvation Army (Tas) Social Work (ABN 23 860 168 024)

Jude Gibson

.....
Signature

Jude Gibson

.....
Name in Full

5 May 2020

.....
Date

GM Workplace Relations

.....
Position

261 Chalmers Street Redfern NSW 2000

.....
Address

[Signature]

.....
Witness

Daniel Kensey

.....
Witness Name in Full

For the Unions

Signed for and on behalf of the Australian Nursing and Midwifery Federation, Tasmanian Branch.

I have the authority to sign the Agreement on behalf of employees who are members of the Australian Nursing and Midwifery Federation, Tasmanian Branch and are employed pursuant to this Agreement.



.....
Signature

.....
Emily Shepherd

.....
Name in Full

.....
7 May 2020

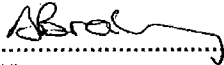
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Date

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Branch Secretary

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Position

.....
C/- 182 Macquarie Street, Hobart, Tas, 7000

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Address



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Witness

.....
Andrew Burke

.....
Witness Name in Full

.....
c/- 182 Macquarie Street

.....
Hobart, Tas, 7000

.....
Witness Address

Signed for and on behalf of the Health Services Union, Tasmania Branch.

I have the authority to sign the Agreement on behalf of employees who are members of the Health Services Union, Tasmania Branch and are employed pursuant to this Agreement.

Signature

Name in Full

Date

Position

Address

Witness

Witness Name in Full

Witness Address

Schedule 1 Salary Structure/Wage Rates/Allowances

Classification	Current		2.5% from first full pay period on or after the FWC approves the agreement		2.5% from first full pay period on or after 1st July 2020	
	Base Salary Weekly	Hourly	Base Salary Weekly	Hourly	Base Salary Weekly	Hourly
Registered Nurse Level 1						
Year 1	1,087.87	28.63	1115.07	29.35	1142.94	30.08
Year 2	1,138.89	29.97	1167.36	30.72	1196.55	31.49
Year 3	1,189.85	31.32	1219.60	32.10	1250.09	32.91
Year 4	1,240.83	32.66	1271.85	33.48	1303.65	34.31
Year 5	1,291.79	33.99	1324.08	34.84	1357.19	35.71
Year 6	1,342.78	35.33	1376.35	36.21	1410.76	37.12
Year 7	1,393.73	36.68	1428.57	37.60	1464.29	38.54
Year 8	1,444.69	38.02	1480.81	38.97	1517.83	39.94
Registered Nurse Level 2						
Year 1	1,495.66	39.36	1533.05	40.34	1571.38	41.35
Year 2	1,529.65	40.25	1567.89	41.26	1607.09	42.29
Year 3	1,563.60	41.14	1602.69	42.17	1642.76	43.22
Year 4	1,597.63	42.05	1637.57	43.10	1678.51	44.18
Enrolled Nurse						
Pay Point 1 (Yr 1)	1,036.91	27.29	1062.83	27.97	1089.40	28.67
Pay Point 2 (Yr 2)	1,057.28	27.83	1083.71	28.53	1110.80	29.24
Pay Point 3 (Yr 3)	1,077.70	28.37	1104.64	29.08	1132.26	29.81
Pay Point 4 (Yr 4)	1,093.22	28.77	1120.55	29.49	1148.56	30.23
Pay Point 5 (Yr 5)	1,113.63	29.3	1141.47	30.03	1170.01	30.78
Med Endorsed 1 st Yr	1,093.22	28.77	1120.55	29.49	1148.56	30.23
Med Endorsed 2 nd Yr+	1,113.63	29.3	1141.47	30.03	1170.01	30.78

Allowances (with clause references)

	Currently	Effective from first full pay period on or after the FWC approves the agreement	Effective 1st July 2020 (first full pay period on or after this date)
On Call Allowance (clause 5.3.1)			
2.35% of the standard rate	24.37	24.98	25.60
3.54% of the standard rate	36.71	37.62	38.56
4.13% of the standard rate	42.82	43.89	44.99
Preceptorship (clause 5.3.6) (per hour)	2.27	2.47	2.53
Nurse In Charge (clause 5.3.4)	30.00	30.00	30.00

Schedule 2 – Classification Structure

Enrolled nurses

Enrolled nurse (EN) means an employee whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a RN, as regulated by the Nursing and Midwifery Board of Australia (or successor registration authority) and holds a current practising certificate

Enrolled nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
- having satisfactorily completed a 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 the Australia Health Practitioners Regulation Agency as an Enrolled Nurse (Division 2); 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.
- (c) Skill indicators
- The employee has limited or not practical experience of current situations; and
 - The employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled nurse—pay point 2

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- having satisfactorily completed a 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.
- (c) 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

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) 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.
- (c) **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;
 - observations 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

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) 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 3; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**
The employee is required to demonstrate some of the following in the performance of their work:
- speed and flexibility in accurate decision making;
 - organisation of own workload and ability to set own priorities with minimal direct supervision;
 - observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
 - communication and interpersonal skills to meet psychosocial needs of individual/groups.

Enrolled nurse—pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) 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 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.
- (c) 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.

Registered nurses

Registered Nurse (RN) means an employee registered by the Nursing and Midwifery Board of Australia (or successor registration authority) as a Registered general nurse (Division 1) and who holds a current practising certificate.

Registered nurse—Level 1 (RN1)

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to 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)

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

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

- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse 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.

**THE SALVATION ARMY - TASMANIA DIVISION, BARRINGTON LODGE NURSES
AGREEMENT 2019**

EMPLOYER UNDERTAKINGS

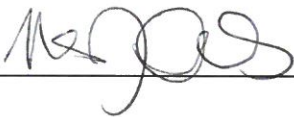
Pursuant to section 190 of the Fair Work Act 2009, The Salvation Army (Tasmania) Property Trust, as trustee for The Salvation Army (Tasmania) Social Work ("**the Employer**") hereby undertakes the following in relation to *The Salvation Army – Tasmania Division, Barrington Lodge Nurses Enterprise Agreement 2019* ("**the Agreement**"):

1. Clause 7.2.5(d) 'Evidence supporting claim' be amended as follows:

When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the employee must, if required by the employer, establish by production of evidence that would satisfy a reasonable person, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

2. 'Schedule 2 – Classification Structure' under 'Registered Nurse – Level 2 (RN2)' at point 'b', be amended such that the wherever the title 'Clinical nurse consultant' is used, the title 'Senior nurse' takes its place.
3. The role of Director of Nursing at Barrington Lodge is a nursing role, notwithstanding that the Agreement does not apply to or cover this role.

Signed:



Name:

Michele Jones, Senior Manager Human Resources

Date:

5 June 2020