



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Toosey Ltd T/A Toosey**  
(AG2021/4219)

### **TOOSEY ENTERPRISE AGREEMENT 2021 - 2025**

Aged care industry

COMMISSIONER CIRKOVIC

MELBOURNE, 6 APRIL 2021

*Application for approval of the Toosey Enterprise Agreement 2021-2025.*

[1] An application has been made for approval of an enterprise agreement known as the *Toosey Enterprise Agreement 2021 - 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Toosey Ltd T/A Toosey. 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.

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

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

[5] The Agreement was approved on 6 April 2021 and, in accordance with s.54, will operate from 13 April 2021. The nominal expiry date of the Agreement is 28 February 2025.



COMMISSIONER

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## ANNEXURE A

### IN THE FAIR WORK COMMISSION

Matter no: AG2021/4219

#### Application by Toosey for Approval of an Enterprise Agreement

#### UNDERTAKINGS

I, **Lauraine Stott** of 10 Archer Street, Longford in the State of Tasmania hereby state:-

1. I am the General Manager of Toosey.
2. I provide the following undertakings on behalf of Toosey:
  - 2.1. Toosey undertakes that the definition of a shift worker found in Clause 8 of the Toosey Enterprise Agreement 2021-2025 will be modified to read: 'For the purpose of the additional week of annual leave provided in the NES, a shift worker is an Employee who is regularly required to:
    - 2.1.1. work their Ordinary Hours of Work outside the Ordinary Hours of Work of a Day Worker and in accordance with shifts set out in Clause 20; and/or
    - 2.1.2. work 4 or more ordinary hours on 10 or more weekends in a calendar year as set out in Clauses 52.4 and 52.5.'
  - 2.2. Toosey undertakes, in relation to Clause 52.10 of the Toosey Enterprise Agreement 2021-2025, to only cancel leave by mutual agreement between the Employer and the Employee and that the words in brackets 'whether agreed or otherwise by the Employee, and irrespective of when such cancellation notice is given' will have no effect.

Dated: 1 April 2021

  
Witness  
Judith Watson  
1/4/2021

  
Lauraine Stott  
1/4/2021

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## **TOOSEY ENTERPRISE AGREEMENT**

**2021 - 2025**

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**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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## SECTION A – SCOPE OF THIS AGREEMENT

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### **1 TITLE**

This Agreement will be referred to as the *Toosey Enterprise Agreement 2021 - 2025* (Agreement).

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### **2 PURPOSE OF AGREEMENT**

#### **2.1 Key Purpose**

- (a) The key purpose of the Agreement is to achieve a stable industrial relations framework to assist individuals to improve their efficiency, quality of services and business performance.
- (b) The Agreement seeks to create an environment for the investment in the future growth and development of aged care services.

#### **2.2 Commitment to Quality Care**

The Employer is committed to the highest quality of care. Service delivery is constantly reviewed, to achieve best practice, in provision of resident care.

#### **2.3 Commitment to Fair Wages and Professional Development**

The parties recognise that there is a shortage of nursing and health and allied services staff in some areas of practice and the Employer acknowledges its ongoing commitment to pay fair wages and to the provision of professional development opportunities for its Employees.

#### **2.4 Productivity**

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 resident care, to further improve productivity and enhance job satisfaction, security and remuneration.

#### **2.5 Communication and Cooperation**

The Agreement aims at continually improving communication and cooperation at the workplace level between Employer management and the Employees. This Agreement recognises the important contribution of all aged care Employees in ensuring the organisation's future.

#### **2.6 Best Practice**

The Agreement commits the Employer and the Employee to achieve best practice

standards in all aspects of the operation of the business.

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### **3 SCOPE OF AGREEMENT**

- (a) This Agreement will apply to the Employer and Employees who are employed by the Employer and are engaged to work in the classifications contained within Schedule 2, Schedule 4 or Schedule 5 of this Agreement at the Facility.
- (b) The Health and Community Services Union and the Australian Nursing and Midwifery Federation (Tasmanian Branch) may apply to the Fair Work Commission to be covered by the Agreement under section 183 of the *Fair Work Act 2009*.

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### **4 DATE AND PERIOD OF OPERATION**

- (a) This Agreement will operate from the first day which falls 7 days after the Agreement is approved by the FWC.
- (b) The nominal expiry date for this Agreement is 28 February 2025.

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### **5 NO FURTHER CLAIMS**

The parties to this Agreement, subject to the ability to make variations as per the *Fair Work Act 2009*, must not make any further claims pertaining to the employment relationship or relating to matters covered by this Agreement during the term of this Agreement.

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### **6 NATIONAL EMPLOYMENT STANDARDS**

- (a) Nothing in this Agreement will operate to provide a less favourable outcome for Employees in a particular respect than that provided by the NES.
- (b) Employee entitlements under this Agreement;
  - (i) apply unless a superior condition applies in accordance with the NES; and
  - (ii) are provided in satisfaction of, and not in addition to, entitlements under the NES.

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### **7 NO SAVINGS**

No Employee will suffer any loss or diminution of entitlements (whether accrued or otherwise) of terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this

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## 8 DEFINITIONS

In this Agreement:

**Aged Care Employee** means an Employee engaged in one of the classifications in Schedule 3 of this Agreement.

**Administration Employee** means an Employee engaged as an Aged Care Employee in one of the classifications in Schedule 3 of this Agreement who is not an ECA or a Service Employee.

**Agreement** means this Agreement, known as the *Toosey Enterprise Agreement 2021 - 2025*;

**Casual Employee** means a person who:

- (a) relieves a full-time or part-time employee who is on leave; or
- (b) is engaged on an irregular basis; or
- (c) is not engaged on an established roster for a period in excess of six (6) weeks at any one time unless they are engaged to relieve a full-time or part-time employee who is on leave.

**Child** is someone who is a child of the person within the meaning of the *Family Law Act 1975*; and an adopted child or step-child of the person. It does not matter whether the child is an adult.

**Community Carer** means Employees employed within the classification structure set out in Schedule 5.

**Day Worker** means an Employee who is engaged as a day worker to work Ordinary Hours of Work set out in clause 14.

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

**Enrolled Nurse** means a nurse engaged as an enrolled nurse under one of the classifications set out in Schedule 4 of this Agreement.

**Employee** is an employee who is employed by the Employer and is engaged to work in a classification set out in Schedule 3, Schedule 4 or Schedule 5 of this Agreement at Toosey Aged Community Care in Longford in Tasmania.

**Employer** is Toosey.

**Extended Care Assistant** or **ECA** means an Employee engaged as an Aged Care Employee to work in a classification set out in Schedule 3 of this Agreement who is not a Service Employee or an Administration Employee and includes a Leisure and Lifestyle Officer.

**Facility** means Toosey Aged Community Care in Longford in Tasmania.

**Fair Work Act 2009** includes any successor to that Act.

**Full Hourly Rate** means the rate of pay payable to the Employee, including:

- (a) incentive-based payments and bonuses;
- (b) loadings;
- (c) monetary allowances;
- (d) overtime or penalty rates; and
- (e) any other separately identifiable amounts.

**Family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**Family member** means:

- (1) a spouse, defacto partner, child, grandparent, grandchild or sibling of the Employee; or
- (2) a child, parent, grandparent, grandchild or sibling of a spouse or a de facto partner of the Employee; or
- (3) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in this definition of **family member** includes a former spouse or de facto partner.

**Full Time Employee** means an Employee engaged to work an average of 38 hours a week in accordance with this Agreement.

**FWC** means the Fair Work Commission.

**Immediate Family** means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

**Loaded Rate** means the Ordinary Hourly Rate plus the 25% Casual loading.

**Modern Award** means any instrument pertaining to minimum employment entitlements made under Part 2-3 of the *Fair Work Act 2009*.

**NES** means the National Employment Standards as contained in the *Fair Work Act 2009*;

**Ordinary Hourly Rate** means the hourly rate for the Employees classification and level set out in Schedule 1.

**Ordinary Hours of Work** means the hours set out in clauses 13 (Hours of Work – Shift Workers) and 14 (Hours of Work – Day Workers).

**Outbreak** means a period of time declared by the Facility Manager when there are two or more cases of resident's suffering from the same confirmed infectious condition at the Facility at the one time.

**Part Time Employee** means an Employee engaged to work more than 8 hours and less than 76 hours per fortnight on a regular rostered basis.

**Preceptor** means an Employee appointed in writing to the position of preceptor and who provides practical experience and training to a nursing student or an Employee participating in a graduate nurse program approved by the Employer.

**Public Holiday** means the following days:

- (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, Launceston Show Day, and Recreation Day; and
- (b) Other such day as may be observed or declared or prescribed under law to be observed generally in the locality.

**PRC** means a National Police Record Check.

**Registered Nurse** means a nurse engaged to work as a registered nurse in a classification set out in Schedule 4 of this Agreement.

**Roster** means a documented arrangement setting out the names of Employees required to work in accordance with the roster, and the days, dates, times and hours when each Employee is required to work.

**Service Employee** means an Employee classified as an Aged Care Employee within one of the classifications set out in Schedule 3 of this Agreement who is not an Extended Care Assistant or an Administration Employee.

**Shift Worker** means an Employee who is regularly required to work their Ordinary Hours of Work outside the Ordinary Hours of Work of a Day Worker and in accordance with shifts set out in clause 20.

**Spouse** includes a former spouse.

**Step Child** means without limiting who is a step-child of a person, someone who is a child of the person's de facto partner is a step-child of a person, if he or she would be the person's step-child except that the person is not legally married to the de facto partner.

**Temporary Employee** means an Employee who is engaged under a contract for a specific project or task or a specific period of time but whose employment may be terminated before the completion of the project or task or the specified period of time in accordance with clauses 10 or 66 of this Agreement.

## SECTION B – WORK ARRANGEMENTS AND HOURS OF WORK

---

### 9 CONTRACT OF EMPLOYMENT

- (a) Employees will be engaged as either:
  - (i) Full Time Employees;
  - (ii) Part Time Employees; or
  - (iii) Casual Employees,as either Day Workers or Shift Workers.
- (b) Full Time Employees and Part Time Employees may be engaged as either Temporary Employees or on an ongoing basis. The Employer's preference will be to engage Employees on an ongoing basis but Employees will be engaged as Temporary employees where it is reasonably appropriate at the Employers discretion.
- (c) The Employer will advise the Employee in writing on commencement of employment how they have been engaged under clauses 9(a) and 9(b).
- (d) Casual Employees will be employed by the hour and their employment may be terminated by the Employer with one hour's notice.
- (e) Casual Employees will be engaged or paid for a minimum of 2 hours for each engagement or 1 hour if they are a Community Carer.
- (f) Casual Employees will be paid their Ordinary Hourly Rate for all hours worked plus a casual loading of 25% of their Ordinary Hourly Rate.
- (g) An Employee (other than a casual employee) is entitled to be paid in respect of any week, their Full Hourly Rate, if:

- (i) due to the act, default or order of the Employer, the Employee does not work for their maximum agreed Ordinary Hours of Work; and
  - (ii) the Employee is ready and willing to work.
- (h) Full Time Employees (other than Enrolled Nurses, Registered Nurses and Community Carers) will receive a minimum payment of 4 hours for each engagement in respect of Ordinary Hours of Work.
  - (i) Part Time Employees (other than Enrolled Nurses, Registered Nurses and Community Carers) will receive a minimum payment of 2 hours for each engagement in respect of ordinary hours of work.
  - (j) A Casual Enrolled Nurse or Registered Nurse will be paid a minimum of 2 hours pay for each engagement.
  - (k) An Employer may direct an Employee to carry out such duties as are within the limits of an Employee's skill, competence and training consistent with the classification structure of this Agreement.
  - (l) This provision does not deny an Employee any entitlement which might be applicable for performing work at a higher classification.

---

## 10 TERMINATION OF EMPLOYMENT

### 10.1 Notice of Termination By the Employer

- (a) In order to terminate the employment of an Employee, the Employer must give the Employee the following written notice:

Employee's period of continuous service with the employer	Period of notice
Not more than 3 year	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to an additional notice period of one week.
- (c) If the notice period is not given, the Employer must make a payment in lieu of notice which will be calculated using the Ordinary Hourly Rate for the hours the Employee would have worked during the notice period had their employment not been terminated.
- (d) Clause 10.1 and the requirement to pay notice does not apply to:
  - (i) Termination for serious or wilful misconduct or conduct which would justify

instant dismissal at common law;

- (ii) Casual Employees; and
  - (iii) Temporary Employees whose employment is terminated at the end of their term of employment because of the effluxion of time or because the project or task they were employed to perform has been completed.
- (e) Notice provided in accordance with this clause is inclusive of any other statutory right to notice.

#### **10.2 Notice of Termination by the Employee**

Where an Employee decides to terminate their employment by resignation they must provide the same amount of written notice to the Employer as is set out in clause 10.1(a).

#### **10.3 Job Search Entitlement**

- (a) Employees who have been given notice of termination of their employment will be entitled to up to one day of time off without loss of pay for the purpose of seeking other employment.
- (b) The time off may be taken at a time that is convenient to the Employee after consultation with the Employer.

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### **11 PROBATION**

- (a) An Employee may be employed on probation for a period not exceeding 12 weeks worked.
- (b) An Employee on probation will be appointed to a classification in accordance with this Agreement.
- (c) At the expiration of the probation period employment will continue unless the work performance of the Employee is unsatisfactory.
- (d) In the event of a dispute arising as a consequence of this clause, the dispute will proceed in accordance with clause 67.

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### **12 NOTIFICATION OF CLASSIFICATION**

- (a) All Employees will be classified according to one of the classifications set out in Schedule 1, Schedule 3, Schedule 4 or Schedule 5 of this Agreement.
- (b) The Employer will notify each Employee in writing of:
  - (i) their classification and terms of employment on commencement; and



- (ii) any alteration to his or her classification in writing not later than the operative day of such alteration.

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### **13 HOURS OF WORK – SHIFT WORKERS**

- (a) The Ordinary Hours of Work for Shift Workers will be 38, or be an average 38 per week in a fortnight or in a four week period providing that:
  - (i) in a week of five days in shifts of not more than eight hours each; or
  - (ii) by mutual agreement in a week of four days in shifts of not more than 10 hours each: orby mutual agreement, provided that the length of any shift:
  - (i) will not exceed 10 hours; or
  - (ii) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or
  - (iii) in 152 hours per four week period to be worked as nineteen shifts each of eight hours.

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### **14 HOURS OF WORK - DAY WORKERS**

- (a) The Ordinary Hours of Work for Day Workers other than Community Carers will be will:
  - (i) be 38 hours a week or an average over a fortnight or month;
  - (ii) not exceed 8 hours a day; and
  - (iii) be worked between the hours of 7.00am and 7.00pm Monday to Friday.
- (b) The Ordinary Hours of Work for Day Workers who are Community Carers will:
  - (i) not exceed an average of 38 hours a week;
  - (ii) not exceed 10 hours per day by agreement between the Employer and the Employee;
  - (iii) be worked between the hours of 6.00am and 8.00pm Monday to Sunday;
- (c) Hours worked in excess of the Ordinary Hours or Work will attract overtime penalties in accordance with clause 17.

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### **15 COMMUNITY CARERS**

This clause only applies to Community Carers.

### **15.1 Additional Hours**

The Employer will endeavour to offer additional hours for Part Time Community Carers within a reasonable distance to the Employee's existing clients or the Employee's home, however, primary consideration in the allocation of hours will be the specific needs of the client and the Employee possessing the appropriate skills to care for that client.

### **15.2 Notification of Changes**

- (a) Where a client cancels or changes their rostered home care service the Employer will provide the Employee with notice of a change to their rostered hours by 5.00pm the day before. If notice is not provided to Full Time or Part Time Employees the Employee will be entitled to be paid for their minimum specified hours on that day. This includes a situation when a Community Carer arrives to deliver services to a client and an unscheduled cancellation occurs (including where the client is not at home). The Employer may direct the Employee to make-up time equivalent to cancelled time in that or a subsequent fortnight.
- (b) An Employee's rostered hours may be changed if necessary to enable a service to be provided to a client where another Employee is absent from duty because of illness or emergency.
- (c) A client has the right to request the Employer to provide a different Community Carer to deliver the service and where reasonable and possible the Employer will comply with that request.

### **15.3 Minimum Engagement**

- (a) Community Carers who are Part Time Employees and Casual Employees will be paid a minimum of 1 hour at the appropriate rate for each engagement between the hours of 6.00am and 8.00pm and a minimum of two hours at the appropriate rate for each engagement outside of these hours.
- (b) An 'engagement' is a period of time where the Employee has visited one or more clients in succession.

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## **16 BREAKS**

### **16.1 Meal Breaks**

- (a) Subject to 16.1(b) an Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) All Enrolled Nurses, Registered Nurses and Extended Care Assistants who work in residential care on a shift of more than 6 hours will be entitled to a 30 minute

paid meal break.

- (c) Subject to clause 16.1(d), where an Employee is required to remain available or on duty during a meal break, the Employee will be paid overtime for all time worked until the meal break is taken.
- (d) Where a Community Carer is required to have a meal with a client as part of their normal work routine or program they will be paid for the duration of the meal at their Ordinary Hourly Rate and the meal time will be counted as time worked.

## **16.2 Tea Breaks**

- (a) Every Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employee and Employer.
- (b) Subject to agreement between the Employer and Employees other than Enrolled Nurses and Registered Nurses, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

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## **17 OVERTIME**

### **17.1 Requirement to Work Reasonable Overtime**

- (a) Subject to 17.1(b) the Employer may require an Employee to work reasonable overtime at overtime rates.
- (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 their intention to refuse it; and
  - (v) any other relevant matter.

### **17.2 Overtime Authorisation**

Employees must not work overtime without the authorisation of the Facility Manager – Toosey or delegate.

### 17.3 Payment for Working Overtime

- (a) Subject to clauses 17.3(e), 17.3(f) and 22, all time authorised to be worked in excess of the Ordinary Hours of Work by Extended Care Assistants, Administration Employees and Service Employees will be paid as follows:
  - (i) Monday to Friday inclusive - time and a half for the first two hours and double time thereafter;
  - (ii) Saturday and Sunday - double time;
  - (iii) Public holidays - double time and one half.
- (b) Subject to clauses 17.3(e), 17.3(f) and 22 all time authorised to be worked in excess of the Ordinary Hours of Work by Community Carer's will be paid as follows:
  - (i) Hours worked after 8pm - double time;
  - (ii) Public holidays - double time and one half.
- (c) Subject to clauses 17.3(e), 17.3(f) and 22 all time authorised to be worked in excess of the Ordinary Hours of Work by Enrolled Nurses and Registered Nurses, classified as Day Workers will be paid as follows:
  - (i) Monday to Saturday inclusive - time and a half for the first two hours and double time thereafter;
  - (ii) Sunday - double time;
  - (iii) Public holidays - double time and one half.
- (d) Subject to clauses 17.3(e), 17.3(f) and 22 all time authorised to be worked in excess of the Ordinary Hours of Work by Enrolled Nurses and Registered Nurses, classified as Shift Workers for work performed outside their Ordinary Hours of Work will be paid as double time. This payment will not apply to those cases where arrangements have been made between the Employees themselves, or in cases due to rotation of shifts.
- (e) No Employee will receive in the aggregate more than the equivalent of their Ordinary Rate of Pay plus 150% except where the aggregate amount is less than any relevant Modern Award rate in which case the Modern Award rate shall be paid. These rates are in substitution for rates provided by clauses 20 and 21.
- (f) This clause 17.3 will apply to part time employees unless an agreement has been entered into in accordance with clause 22.

#### **17.4 Registered Nurse Level Four and Five**

- (a) Subject to clause 17.4(b) Registered Nurses level 4 and 5 will not be entitled to receive payment for overtime.
- (b) Where, in the opinion of the Employer the circumstances so require Registered Nurses level 4 and 5 may be entitled to payment of overtime at the Employer's discretion.

#### **17.5 Rest periods - affected by overtime (including Saturdays and Sundays)**

- (a) When overtime work (including recall to duty) is necessary it will, wherever reasonably practicable, be so arranged that Employees have at least 10 hours continuously off duty between the work of successive shifts.
- (b) An Employee (other than a Casual Employee) who works so much overtime between the termination of her/his last previously rostered Ordinary Hours of Work and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least 10 hours continuously off duty between those times, will subject to this clause, be released after completion of such overtime worked until she/he had 10 hours continuously off duty without loss of pay for rostered Ordinary Hours of Work occurring during such an absence.
- (c) If on the instructions of the Employer such an Employee resumes or continues work without having had such 10 hours continuously off duty she/he will be paid at the rate of double time until she/he is released from duty for such rest period and she/he will be entitled to be absent until she/he has had 10 hours continuously off duty without loss of pay for rostered Ordinary Hours of Work occurring during such an absence.

#### **17.6 Rest Breaks during Overtime**

Employees working overtime will be provided with a paid rest break of 20 minutes after each 4 hours of overtime worked if they are required to continue work after the break.

#### **17.7 Recall**

- (a) Employees who are recalled to work having left the Facility (or, in the case of Community Carers having left the client's premises) will be paid for a minimum number of hours at the appropriate overtime rate as follows:
  - (i) Enrolled Nurses or Registered Nurses - 3 hours;
  - (ii) Community Carers - 2 hours; and
  - (iii) Extended Care Assistants and Service Employees - 4 hours.
- (b) Where Enrolled Nurses or Registered Nurses are recalled in accordance with

clause 17.7(a) the time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where the Employee is recalled within 3 hours of their rostered commencement time and they remain at work in which case only the time spent travelling to work will be included in the time worked but the minimum payment specified in subclause (a) will still be paid.

- (c) Enrolled Nurses or Registered Nurses who are recalled to work will be provided with transport or will be refunded the cost of transport.
- (d) If the work required is completed in less than the minimum number of hours outlined in 17.7 (a) the employee will be released from duty.

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## **18 HIGHER DUTIES**

### **18.1 Employees Other Than Nurses**

Employees, other than Enrolled Nurses or Registered Nurses, who are required to perform duties at a higher classification will be paid at the higher classification as follows:

- (a) For the time worked if less than 2 hours are worked; and
- (b) For the whole shift or day if more than 2 hours are worked.

### **18.2 Nurses**

- (a) Subject to clause 18.2(b) Enrolled Nurses or Registered Nurses who perform work at a higher classification will be entitled to be paid for the hours worked at the higher classification if they perform the duties for 3 days or more.
- (b) Registered Nurses levels 4 and 5 are not entitled to be paid higher duties.

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## **19 ROSTER**

### **19.1 Establishment of Rosters**

- (a) A roster established in accordance with this clause, will:
  - (i) clearly set out the names days, dates and hours during which each Employee is required to attend for duty;
  - (ii) not require an Employee to work more than 8 hours each day subject to agreement being reached otherwise in accordance with clause 13;
  - (iii) provide for not more than 8 days to be worked in any 9 consecutive days;
  - (iv) provide for a minimum break of 9 hours for Enrolled Nurses and Registered Nurses between successive shifts,
  - (v) provide for a minimum break of 10 hours for Community Carers between

successive shifts;

- (vi) provide for a minimum break of 10 hours between successive shifts for employees other than Enrolled Nurses, Registered Nurses and Community carers. By mutual agreement the 10 hour break may be reduced to 8 hours;
- (vii) subject to clause 15.2, not be changed until after four weeks' notice or in the case of an individual Employee shall not be changed except on 1 weeks' notice of such change or the payment of 2 weeks' pay in lieu of notice in accordance with the Employees previous roster;
- (viii) provide for a minimum of 2 consecutive days off each week except where, by mutual agreement between the Employer, the Employee(s) concerned, alternative arrangements are made; and
- (ix) clearly stipulate a 28 day accounting period.

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## **20 SHIFT PENALTIES**

### **20.1 Enrolled Nurses and Registered Nurses**

- (a) Registered Nurses (other than Registered Nurses Level 4 and 5) and Enrolled Nurses who are Shift Workers will be entitled to the following penalty rates calculated on their Ordinary Hourly Rate for all hours or work performed on the following shifts:
  - (i) Afternoon Shift (a shift that commences at or after 10.00am and finishes after 6.00pm on the same day) – 15%; and
  - (ii) Night Shift (a shift commencing after 6.00pm and finishing before 7.30am on the following day) – 17.5%.
- (b) Enrolled Nurses and Registered Nurses who:
  - (i) during a period of engagement as a Shift Worker, works night shift only;
  - (ii) is required to work night shift for longer than 4 consecutive weeks; or
  - (iii) is required to work 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 their working time off night shift in each roster period,will be entitled, during such roster period or period of employment, to be paid 30% more than their Ordinary Hourly Rate for all time worked during Ordinary Hours of Work on such night shift.
- (c) Clause 20.1(b) does not apply to Enrolled Nurses and Registered Nurses who by

mutual agreement with the Employer work permanently on either an afternoon shift or a night shift in which case clause 20.1(a) applies to all Enrolled Nurses and Registered Nurses.

## **20.2 Community Carers**

Community Carers who are Shift Workers will be entitled to the following penalty rates calculated on their Ordinary Hourly Rate for all hours or work performed on the following shifts:

- (a) Afternoon Shift (any shift which finishes after 8.00pm and at or before 12.00 midnight Monday to Friday) - 15%; and
- (b) Night Shift (any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday) – 17.5%.

## **20.3 Other Employees**

All other Employees who are not Community Carers, Enrolled Nurses or Registered Nurses who are Shift Workers will be entitled to the following penalty rates calculated on their Ordinary Hourly Rate for all hours or work performed on the following shifts:

- (a) Afternoon Shift (a shift commencing at 10.00am and before 4.00pm) - 15%; and
- (b) Night Shift (a shift commenced at 4.00pm or after 4.00pm and before 6.00am) – 17.5%.

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# **21 SATURDAY AND SUNDAY WORK – SHIFT WORKERS AND CASUAL EMPLOYEES**

## **21.1 Saturday Work**

- (a) Subject to clause 21.1(a)(i) the following applies:
  - (i) Shift Workers (excluding casuals) who work their Ordinary Hours of Work on a Saturday will be paid their Ordinary Hourly Rate plus 50% of their Ordinary Hourly Rate for the hours worked and will not be entitled to any shift penalty provided by clause 20.
  - (ii) Casual Employees other than Registered and Enrolled Nurses, that work on Saturday will be paid their Ordinary Hourly Rate plus 75% of their Ordinary Hourly Rate and will not be entitled to any shift penalty provided by clause 20.
  - (iii) Casual Employees that are Registered and Enrolled Nurses, that work on a Saturday will be paid their Loaded Rate plus 50% of their Loaded Rate



and will not be entitled to any shift penalty provided by clause 20.

- (b) No Employee will receive in the aggregate more than the equivalent of double time and a half of his/her Ordinary Hourly Rate.

## **21.2 Sunday Work**

- (a) Subject to clause 21.2(a)(i) the following applies:
  - (i) Shift Workers (excluding casuals) who work their Ordinary Hours of Work on a Sunday will be paid their Ordinary Hourly Rate plus 100% of their Ordinary Hourly Rate for the hours worked and will not be entitled to any shift penalty provided by clause 20.
  - (ii) Casual Employees other than Registered and Enrolled Nurses who work on a Sunday will be paid their Ordinary Hourly Rate plus 125% of their Ordinary Hourly Rate and will not be entitled to any shift penalty provided by clause 20.
  - (iii) Casual Employees that are Registered and Enrolled Nurses who work on a Sunday will be paid their Loaded Rate plus 100% of their Loaded Rate and will not be entitled to any shift penalty provided by clause 20.
- (b) No Employee shall receive in the aggregate more than the equivalent of double time and a half of his/her Ordinary Hourly Rate.

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## **22 PART TIME EMPLOYEES**

- (a) Before commencing part-time employment, the employer and employee will agree in writing on:
  - (i) the number of hours to be worked each day;
  - (ii) the days of the week on which the employee will work;
  - (iii) the times at which the employee will start and finish work each day.
- (b) The terms of the agreement in clause 22(a) may be varied by mutual agreement between the Employer and the Employee and recorded in writing.
- (c) Any additional hours worked by the Part Time Employee by varying the agreed hours in accordance with clause 22(b) will not entitle the Employee to Overtime Rates in accordance with clause 17 (Overtime) provided that the hours worked are not in excess of:
  - (i) 8 in any one day;
  - (ii) 38 in any one week;

- (iii) 76 in any 14 consecutive days; or
- (iv) 152 in any 28 day accounting period.

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## **23 WORKLOAD MANAGEMENT**

- (a) The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.
- (b) Should any Employee feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with the Facility Manager - Toosey, and document such concerns on the appropriate form. If appropriate action is not taken to address the workload issues, the Employee may utilise the dispute settlement procedure of this Agreement.

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## **24 HANDOVER – NURSES**

- (a) In situations where meal breaks are paid and therefore there is not sufficient paid time each day to allow for handover, a maximum of 45 minutes per day (24 hour period) will be paid for handover.
- (b) This handover time will be paid at the rate applying to the shift worked by the Employee however no overtime rates apply.
- (c) In the event that handovers are completed in less than 45 minutes per day only the time worked during handover will be paid.
- (d) Where handover time is greater than 45 minutes per day no extra payments will be made in excess of 45 minutes.

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## **25 DAYLIGHT SAVING**

- (a) If an Employee works on a shift during which time changes because of the introduction of or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the Ordinary Hourly Rate and any shift penalties or allowances ordinarily payable in respect of hours worked.
- (b) No overtime is payable for the additional hour worked because of daylight saving.

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## **26 VACANT SHIFTS**

- (a) The Employer is committed to maximising its permanent workforce in line with its

occupancy levels. The Employer will always offer additional shifts in the first instance to its Part Time Employees where practicable. It will then offer additional shifts to its Casual Employees where applicable.

- (b) The realisation of this objective will require high levels of co-operation from Employees in ensuring the objectives of maximising the use of Part Time Employees and, when required, relevant Casual Employees.

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## 27 FLEXIBILITY ARRANGEMENTS

- (a) The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect any of the following terms of the Agreement:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and
  - (v) leave loading.
- (b) The individual flexibility arrangement must meet the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 27(a) and must be genuinely agreed to by the Employer and Employee.
- (c) 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*; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (d) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing;
  - (ii) includes the name of the Employer and Employee;
  - (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:
    - (A) the terms of the Agreement that will be varied by the individual

flexibility arrangement;

- (B) how the individual flexibility arrangement will vary the effect of the terms of the Agreement;
  - (C) 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 individual flexibility arrangement; and
  - (D) states the day on which the individual flexibility arrangement commences.
- (e) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) 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 individual flexibility arrangement; or
  - (ii) if the Employer and Employee agree in writing — at any time.

## SECTION C- REMUNERATION

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### 28 WAGES

- (a) The wages applicable to each classification of Employee are set out in Schedule 1 of this Agreement.
- (b) If the minimum wage increases approved by the Fair Work Commission result in the wages payable under this Agreement being less than the applicable Modern Award for a particular Employee then that Employee will be entitled to be paid the rate provided by the applicable Modern Award.

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### 29 CLASSIFICATION STRUCTURE FOR NURSES

#### 29.1 Salary for Re-Entry Registered Nurses

Registered Nurses undertaking the re-entry to practice course shall be paid as follows:

- (a) Registered Nurse - Level 1 Year 1 during their course clinical time;
- (b) Registered Nurse - Level 1 Year 2 for the first 1976 hours or 2 years of work, whichever comes first;
- (c) Following the successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience, such as statements of service or payment summary.

#### 29.2 Salary for Re-Entry Enrolled Nurses

Enrolled Nurses undertaking the re-entry to practice course shall be paid as follows:

- (a) Pay Point One of the Enrolled Nurse pay scale during their course clinical time;
- (b) Pay Point Two of the Enrolled Nurse pay scale for the first 1976 hours or 2 years of work, whichever comes first;
- (c) Following the successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience, such as statements of service or payment summary.

#### 29.3 Enrolled Nurse Upgrade to Registered Nurse

- (a) In recognition of the need to retain staff within the Aged Care Sector, an Enrolled Nurse who completes a period of study that entitles them to seek registration with the Nursing and Midwifery Board of Australia shall, if they wish to continue with their employer, be transferred to a position as a Registered Nurse within the facility, where such position is available and where the employee is suitable for

the position.

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

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## **30 SUPERANNUATION**

### **30.1 Employer Superannuation Payments**

The Employer will pay monthly to the funds specified in clause 30.2 on behalf of eligible Employees the minimum contributions which it is required to pay in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

### **30.2 Choice of Funds**

- (a) Subject to clause 30.2(b) the Employer will offer employees a choice of superannuation funds. "Choice of fund" for the purpose of this Agreement will mean the choice of the following funds:
  - (i) Health Employees Superannuation Trust Australia (HESTA);
  - (ii) Tasplan;
  - (iii) Host Plus;
  - (iv) AMP;
  - (v) Australian Super; and
  - (vi) Sun Super.
- (b) Where at the date of lodgement of this Agreement an Employee was contributing to a fund that complies with the *Superannuation Industry (Supervision) Act 1993* they will be able to continue to have contributions paid by the Employer into that fund.

### **30.3 Additional Employee Contributions**

An Employee may make additional contributions to the Fund from their salary and on receiving written authorisation from the Employee the Employer must commence making contributions to the appropriate Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.

### **30.4 Employee Commencement**

- (a) The Employer will provide each Employee upon commencement of employment with membership forms for HESTA and will make available membership forms from other funds listed above as requested by Employees. The Employer will forward the completed membership form for the Employee's Fund within 28 days.

- (b) In the event that the Employee has not completed an application form within 28 days, the Employer will forward contributions and employee details to the Employer's default fund, HESTA, and remit monthly contributions in accordance with this clause, initially providing as a minimum the Employee's name, address and date of birth.

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## **31 SALARY PACKAGING**

- (a) The Ordinary Hourly Rate specified in this Agreement may be packaged in accordance with the Employer's salary packaging program.
- (b) The Employer agrees to permit all Employees, covered by this Agreement who elect in writing to do so, to convert a proportion of his/her Ordinary Hourly Rate, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
  - (i) overtime and shift penalties must be calculated on the salary level which would have applied to the Employee in the absence of the Employee participating in salary packaging under the terms of this Agreement;
  - (ii) non salary packaged benefits must be paid for any period in respect of which the Employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
  - (iii) if during the life of a salary packaging agreement between the Employer and the Employee, the Employee becomes entitled to workers compensation payments, the Employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the Employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
  - (iv) that Employees in receipt of a pre-payment of leave may elect to convert to the leave provisions prior to entering into any salary packaging arrangements;
  - (v) in the event that the Employee ceases to be employed by the Employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;

- (vi) superannuation payments required to be paid under the superannuation legislation must be calculated on the Ordinary Hourly Rate as if no salary packaging agreement was in place;
  - (vii) annual leave loading entitlements must be calculated on Ordinary Hourly Rate as if no salary packaging agreement was in place; and
  - (viii) Employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement.
- (d) No Employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (e) The Employer further agrees that in the promotion and implementation of salary packaging to Employees it will advise each Employee in writing:
- (i) that there is no compulsion for any Employee to participate in salary packaging;
  - (ii) that all employment conditions, other than salary packaging as provided for in this Agreement, will continue to apply;
  - (iii) that they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the Employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
  - (iv) that the payment of union dues may form part of salary sacrifice packages;
  - (v) of the right of the Employee to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the Employee must be provided with a printout of the relevant information;
  - (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;
  - (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the Employee must give one months' notice and the Employer must give three months' notice, except in circumstances in which an Employee ceases to be employed by the Employer; and



- (viii) prior to signing a salary packaging agreement, Employees shall be entitled to consult with the union.

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## **32 PAY SLIPS**

In addition to the requirements under the *Fair Work Act 2009* the Employer will include the amount of annual and personal/carer's leave accrued on employees pay slips.

## SECTION D - ALLOWANCES

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### 33 POST GRADUATE ALLOWANCES

#### 33.1 Registered Nurse Post Graduate Allowance

- (a) A Registered Nurse Employee who holds one or more of the following post-registration qualifications, where a component (at least) can be demonstrated to the Employer to be relevant to the Employee's employment, will be entitled to the highest of the following allowances for each hour worked which will be paid fortnightly:
  - (i) Graduate Certificate (from a recognised tertiary institution), 4% of the Employees Ordinary Hourly Rate;
  - (ii) Postgraduate Diploma (or degree other than undergraduate nursing degree), 6.5% of the Employees Ordinary Hourly Rate; and
  - (iii) Masters or Doctorate, 7.5% of the Employees Ordinary Hourly Rate.
- (b) Only one postgraduate qualification allowance is applicable for each Employee.

#### 33.2 Enrolled Nurse Post Graduate Allowance

- (a) An Enrolled Nurse who holds any certificate or qualification which may from time to time be approved by the Nursing and Midwifery Board of Australia and who is required to use such a certificate or certificates in connection with his/her duties will be paid an allowance of 4% of the Employees Ordinary Hourly Rate for the Enrolled Nurse for a course of six months duration or 6.5% of the Employees Ordinary Hourly Rate for the Enrolled Nurse for a course of twelve months duration.
- (b) Only one post graduate qualification allowance is applicable for each Employee

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### 34 PRECEPTOR ALLOWANCE

A Registered Nurse Level 1 or Level 2 or an Enrolled Nurse who acts as a preceptor will receive a payment of \$2.50 per hour whilst acting in this role.

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### 35 ON CALL ALLOWANCE

- (a) Community carers required to be on call (available to be recalled for duty or available for telephone duty will be paid an allowance of \$23.00 in respect of any specified 24 hour period or part thereof during which the Community Carer is on call during the period commencing from the time of finishing ordinary duty on

Monday to the time of finishing ordinary duty on Friday.

- (b) The allowance will be \$45.95 in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

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### **36 TELEPHONE DUTY**

In addition to the on call allowance provided by clause 35 a Community Carer who performs telephone duties shall be paid for a minimum of one hours work for disturbance, whether as a single disturbance of a maximum of one hour or two disturbances of a maximum of 30 minutes, whether or not the full hour is worked, at the relevant overtime rates.

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### **37 IN CHARGE ALLOWANCE - NURSES**

The in-charge allowance will be \$25.00 per shift, provided that the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.

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### **38 BUDDY ALLOWANCE - COMMUNITY**

- (a) **Community**

Buddy allowance is payable to Community Carers when an existing staff member is allocated by the Employer to double with a new staff member for on-road orientation. The Buddy allowance will be 10% of the Ordinary Hourly Rate for the hours allocated by the Manager to carry out the specific tasks designated.

- (b) **Extended Care Staff**

Buddy allowance of \$2:50 per hour is payable to all Extended Care Assistants when acting as a buddy.

This allowance is payable when buddying new employees only, and for the first shift only.

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### **39 UNIFORMS**

- (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) Where such Employee's uniforms are not laundered by or at the expense of the

Employer, the Employee will be paid a uniform cleaning allowance of the amount set out in Schedule 2 per shift or part thereof on duty or the amount set out in Schedule 2 per week, whichever is the lesser amount.

- (c) An Employee must return any uniform provide by the Employer that is in their possession to the Employer on termination of their employment.
- (d) Allowances payable under this clause will be adjusted at the times and in the amounts as set out in Schedule 2. If at the time of any adjustment to the minimum wage by the Fair Work Commission the figure for Clothing and Footwear group published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index results in the allowance provide by this clause being less that the allowance an Employee would be entitled to under the applicable modern award under this clause then the Employee will be entitled to the allowance provided by the applicable modern award.

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#### **40 PROTECTIVE CLOTHING, EQUIPMENT AND SAFETY REQUIREMENTS**

- (a) The Employer must provide where necessary, suitable protective clothing and safety equipment for the Employees. An Employee who is supplied with protective clothing and safety equipment, will wear such clothing and use equipment in such a way as to achieve the purpose for which it is supplied.
- (b) The Employer will maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or any other materials required to be used in the course of the Employees duties.
- (c) An Employee who is required to wear protective clothing or use safety equipment provided by the Employer will use them for the purpose they were intended as directed by the Employer.
- (d) If an Employee has to do work that damages their clothing, the Employer will be liable to reimburse them for the amount to cover the loss suffered by the Employee.

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#### **41 FIRST AID ALLOWANCE**

- (a) An Employee, excluding those engaged as Enrolled Nurses and Registered Nurses, who holds a current First Aid Certificate issued by the St John Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is appointed by the Employer in writing as a First Aid

Officer and is required to perform First Aid duty at the Facility will be paid the First Aid Allowance set out in Schedule 2.

- (b) The First Aid Allowance will be adjusted at the times and in the amounts provided by Schedule 2.

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## **42 SLEEP OVER PROVISION**

The Employer will not introduce sleepovers during the life of this Agreement.

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## **43 ON CALL**

Enrolled Nurses and Registered Nurses are not required to be on call and the Employer will not introduce requirements that Enrolled Nurses and Registered Nurses be on call during the life of this Agreement.

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## **44 COMMUNITY CARERS – BROKEN SHIFTS, 24 HOURS CARE, EXCURSIONS**

- (a) Community Carers will not be required to work broken shifts, provide 24 hour care or supervise clients in excursions which involve overnight stays away from the client's home for the life of this Agreement.
- (b) For the purpose of this clause:
  - (i) a broken shift is a shift that includes one or more unpaid breaks other than meal breaks during a 12 hour period; and
  - (ii) 24 hour care is where an employee is required to be available for duty at a client's home for a 24 hours period.

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## **45 MOTOR VEHICLE AND TRAVEL ALLOWANCE**

### **45.1 Travel Claims**

- (a) An Employee who is required to use their own vehicle by the Employer to perform their duties will be paid an allowance per kilometre as set out in Schedule 2.
- (b) Allowances payable under this clause will be adjusted at the times and in the amounts provided by Schedule 2. If at the time of any adjustment to the minimum wage by the Fair Work Commission the figure for Private Motoring sub-group published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index results in the allowance provide by this clause being less that the allowance an Employee would be entitled to under the applicable modern award

under this clause then the Employee will be entitled to the allowance provided by the applicable modern award.

- (c) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (d) The Employee will not be entitled to reimbursement for expenses referred to in clause 48 which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.
- (e) An Employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the Employer by the Employee.
- (f) An Employee seeking reimbursement for travel will make a written claim on the Employer's standard travel claim forms, which must be authorised by the Facility Manager - Toosey within 14 days of travel occurring. The Employer will not pay a travel allowance for any unauthorised travel.

#### **45.2 Registration and Roadworthiness**

- (a) Where a private motor vehicle is to be used by an Employee for the purposes of filling a work engagement evidence is to be provided to the Employer prior to the first motor vehicle use and thereafter on the 1st September that:
  - (i) the Employee has a current and valid drivers licence; and
  - (ii) the vehicle is registered including MAIB insurance and is roadworthy.
- (b) Should at any time a vehicle cease to be roadworthy, cease to be registered, or cease to be covered by the Motor Accidents Insurance Board (MAIB) or covered by third party insurance then the Employee is to notify the Employer immediately and stop using that vehicle for the purpose of their employment. If an Employee elects not to have comprehensive insurance and/or third party property insurance on their vehicle then the Employer cannot be held liable for any damage occurred to the Employee's vehicle arising out of an accident.
- (c) Any vehicle for which travel reimbursements are claimed is to be presented in a clean and tidy manner for each engagement and regularly maintained.

#### **45.3 Vehicle Cleaning**

The Employer will bear costs of internal vehicle cleaning of an Employee's vehicle if that vehicle has been soiled by a client in the course of their normal duties.

#### **45.4 Loss of Motor Vehicle**

Employees who are required to use their own motor vehicle for the performance of their duties may, at the discretion of the Employer have their employment suspended without pay during any period in which they are unable to provide a motor vehicle or other suitable means to perform their duties.

#### **45.5 Loss of Drivers Licence**

Where an Employee ceases to be licensed to drive a motor vehicle and so is unable to carry out their normal duties, the Employer will investigate possible alternatives in accordance with clause 45.6 below. After investigation of these alternatives and consideration of the operational requirements of the organisation, the Employer may suspend the Employee without pay or terminate the employment of the Employee.

#### **45.6 Alternatives**

Before suspending or terminating the employment of an Employee due to loss of license or motor vehicle the Employer will explore possible alternative options with the Employee including but not restricted to redeployment or taking annual leave or long service leave.

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### **46 INFLUENZA VACCINATION**

All Employees will be offered free annual influenza immunisation.

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### **47 NAUSEOUS WORK ALLOWANCE**

#### **47.1 Extended Care Assistants**

The allowance set out in Schedule 2 is payable to an Extended Care Assistant when they are required to handle linen of a nauseous nature other than linen sealed in an airtight container and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by an Extended Care Assistant.

#### **47.2 Registered and Enrolled Nurses**

The allowance set out in Schedule 2 is payable to Registered and Enrolled Nurses working on night shift when they are required to handle linen of a nauseous nature other than linen sealed in an airtight container and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by Registered and Enrolled Nurses.

#### **47.2 Service Employees**

The allowance set out in Schedule 2 is payable to a Service Assistant who is engaged to work in the Laundry when they are required to handle linen of a nauseous nature other

than linen sealed in an airtight container and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by a Service Assistant engaged to work in the Laundry.

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#### **48 MEAL ALLOWANCE – WHEN TRAVELLING**

- (a) Where the duties of an Employee, other than a Community Carer, require them to travel from the Facility and the Employee is 16 kilometres or more from the Facility at their normal meal time, that Employee will be paid a meal allowance in accordance with Schedule 2.
- (b) Allowances payable under this clause 48 will be adjusted at the times and in the amounts provided by Schedule 2. If at the time of any adjustment to the minimum wage by the Fair Work Commission the figure for take-away and fast foods sub-group published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index results in the allowance provided by this clause being less than the allowance an Employee would be entitled to under the applicable modern award under this clause then the Employee will be entitled to the allowance provided by the applicable modern award.

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#### **49 MEAL ALLOWANCE – OVERTIME**

- (a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.62 in addition to any overtime payment as follows:
  - (i) when required to work overtime after the usual finishing hour of work beyond one hour or, in the case of Shift Workers, when the overtime work on any shift exceeds one hour; and
  - (ii) where such overtime work exceeds four hours a further meal allowance of \$11.37 will be paid.
- (b) Clause 49(a) will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

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#### **50 CAREER PROGRESSION**

##### **50.1 Progression – Non Nursing Employees**

Movement to a higher classification for all Employees other than Enrolled Nurses and



Registered Nurses will only occur by way of promotion or re-classification.

#### **50.2 Enrolled Nurses and Registered Nurses**

Progression for all classifications of Enrolled Nurse and Registered Nurse (other than Registered Nurses level 4 and 5) for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a Part Time or Casual Employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule 4 and knowledge gained through experience in the practice settings over such a period.

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### **51 TOOL ALLOWANCE**

A Service Employee Level 5 or above who is employed to perform the work of a carpenter shall be paid a tool allowance of \$11.60 per week for full time employees and 30 cents per hour for part time or casual employees. Employees engaged as chefs or cooks will not be required to provide their own tools.

## SECTION F – LEAVE PROVISIONS

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### **52 ANNUAL LEAVE**

#### **52.1 Annual Leave calculation and accumulation**

Annual Leave is calculated in accordance with the Employees Ordinary Hours of Work and accumulates from year to year

#### **52.2 Entitlements – Employees other than Enrolled Nurses or Registered Nurses**

Subject to clause 52.4, Employees other than Enrolled Nurses or Registered Nurses will progressively accrue 4 weeks of paid annual leave for each 12 months of service.

#### **52.3 Entitlements – Enrolled Nurses or Registered Nurses**

Subject to clause 52.5, Enrolled Nurses or Registered nurses will progressively accrue 5 weeks of paid annual leave for each 12 months of service.

#### **52.4 Entitlements - Shift Workers – EC's, Service Employees and Community Carers**

ECAs and Service Employees who during the year in which his or her annual leave accrues is:

- (a) rostered to work for 4 Ordinary Hours of Work or more on 10 or more weekend days in that year; and/or
- (b) regularly rostered to work their ordinary hours outside the ordinary hours of work as a Day Worker as defined in clause 14(a)(iii);

will be entitled to accrue 5 weeks of paid annual leave for each 12 months of service.

#### **52.5 Entitlements - Shift Workers – Enrolled Nurses or Registered Nurses**

Enrolled Nurses or Registered Nurses who during the year in which his or her annual leave accrues is rostered to work for more than 4 Ordinary Hours of Work on 10 or more weekend days in that year are entitled to accrue 6 weeks of paid annual leave for each 12 months of service.

#### **52.6 Annual Leave Loading**

- (a) In addition to their Ordinary Hourly Rate, an employee other than a Shiftworker, will be paid an annual leave loading of 17.5% of their Ordinary Rate of Pay for annual leave.
- (b) Shift Workers, in addition to their Ordinary Hourly Rate for annual leave will be paid the higher of:
  - (i) annual leave loading of 17.5% of their Ordinary Hourly Rate; or

- (ii) the weekend and shift penalties they would have received had they not been on leave during the relevant period.

#### **52.7 Annual Leave Management**

- (a) Paid annual leave may be taken for a period agreed between an Employee and his or her Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (b) The Employer will normally respond to all annual leave applications within 2 weeks of the application being received.

#### **52.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an Employer has genuinely tried to reach agreement with an Employee under clause 52.7 but agreement is not reached (including because the employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the Employer under paragraph (a):
  - (i) is of no effect if the Employee has accrued less than 8 weeks paid annual leave, or for a shift worker, 10 weeks paid annual leave at the time of the direction.
  - (ii) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
  - (iii) must not require the Employee to take any period of paid annual leave of less than one week; and
  - (iv) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (v) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

#### **52.9 Excessive leave accruals: request by employee for leave**

- (a) If an Employee has genuinely tried to reach agreement with an Employer under clause 52.7 but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (b) However, an Employee may only give a notice to the employer under paragraph (a) if:
  - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the Employee has not been given a direction under clause 52.9(a) that, when any other paid annual leave arrangements are taken into account, would eliminate the Employee's excessive leave accrual.
- (c) A notice given by an Employee under paragraph (a) must not:
  - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
  - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (d) An Employee is not entitled to provide a notice under paragraph (a) for more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clauses 52.4-52.5) in any period of 12 months.
- (e) The Employer must grant paid annual leave requested by a notice under paragraph 52.9(a).

#### **52.10 Employer Instigated Cancellation of Leave**

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

- (b) Any claim for monetary loss must be verified by the production of receipts or other forms of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.
- (c) The Employer will only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment:
- (d) An Employee who, during a period of annual leave, responds to a request from the Employer to return to work during such a period of annual leave will be entitled to redeem from the Employer any travel and other associated costs incurred in returning to work and the subsequent resumption of annual leave. Such costs are deemed to be those in excess of costs normally incurred by the Employee in travelling daily to and from work.
- (e) The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.
- (f) Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to the circumstances of the claim.
- (g) An Employee, on returning to work in response to the Employer's request, will be re-credited with 1 day's annual leave for each day or part thereof the Employee is deemed to be at work. The Employee will be entitled to observe such additional re-credited day or days in addition to that unused portion of approved annual leave (which the Employee would have observed but for the interruption occasioned by their return to work) immediately upon the expiration of the period of duty for which the Employer recalled the Employee.
- (h) An Employee may elect to take the balance of unused leave and re-credited days at a later date.

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## 53 PARENTAL LEAVE

### 53.1 Definitions

For the purpose of clause 53 the following apply:

- (a) **Spouse** includes defacto partner.
- (b) **Date of Placement** means the date when the parent(s) become responsible for the care of their adopted child.

### **53.2 Unpaid Parental Leave**

- (a) Employees are entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* and this clause 53.
- (b) Full Time and Part Time Employees will be entitled to unpaid parental leave providing that they meet all eligibility requirements for unpaid parental leave provided by *Fair Work Act 2009*.

### **53.3 Notification**

An Employee is required to confirm their parental leave dates with the Employer as soon as possible but at least 4 weeks before the date they plan to start their leave unless it is impracticable to do so. If there is any change to these dates the Employee must tell the Employer what the changes are as soon as possible.

### **53.4 Paid Parental Leave**

Employees who are eligible for unpaid parental leave under the *Fair Work Act 2009* will also be eligible for paid parental leave in accordance with this clause 53.

### **53.5 Paid Leave Entitlements**

- (a) Paid leave entitlements for Employees who have given or will give birth to the child or will be the primary carer of the child for the period of the leave are as follows:
  - (i) For Enrolled Nurses and Registered Nurses - 14 weeks; and
  - (ii) For Employees other than Enrolled Nurses and Registered Nurses – 8 weeks,
- (b) Paid leave entitlements for Employees who are not the primary carer of the child – 2 weeks.

### **53.6 Conditions of Paid Parental Leave**

- (a) Subject to clause 53.2, a period of paid parental leave must commence on the day of the birth or Date of Placement.
- (b) The rate of pay for the period of paid parental leave will be the employee's Ordinary Hourly Rate for their Ordinary Hours of Work.
- (c) An Employee who is entitled to paid parental leave may elect to take such leave for double the period prescribed at half their Ordinary Hourly Rate.
- (d) Paid parental leave must be taken in a single unbroken period.
- (e) Periods of paid parental leave count towards length of service.

### **53.7 Interaction Between Paid Parental Leave and Other Leave**

- (a) A period of paid parental leave must be taken concurrently with a period of unpaid parental leave and cannot be used to extend the maximum period of unpaid parental leave that the Employee may be entitled to.
- (b) Employees will not be entitled to paid personal or carer's leave while on paid parental leave.

### **53.8 Interaction with Statutory Entitlements**

Entitlements to paid leave provided by this Agreement are provided in addition to any government funded paid parental leave scheme that the Employee may be entitled to access.

### **53.9 Application and Evidence Required for Paid Parental Leave**

An Employee must apply for paid parental leave in writing,.

### **53.10 Re-Engagement of Casual Employees**

- (a) The Employer will not fail to re-engage a Casual Employee because:
  - (i) the Employee or Employee's spouse is pregnant; or
  - (ii) the Employee is or has been immediately absent on parental leave.
- (b) The rights of the Casual Employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### **53.11 Parental Leave – Employee Couples**

- (a) Members of a couple who are both employed by the Employer are only entitled to take parental leave simultaneously for a maximum of 8 weeks.
- (b) Members of a couple who are both employed by the Employer may take concurrent leave at separate intervals at any time within 12 months of the birth or adoption of a child but for no shorter period than 2 weeks unless otherwise agreed with the Employer.

### **53.12 Unpaid Leave during Adoption Procedure**

- (a) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- (b) The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

### **53.13 Request to Return to Work Part-Time**

- (a) An Employee who is returning to work after taking leave in relation to the birth or adoption of a child may request to work part-time to assist the Employee to care for the child. The request must be made as soon as possible but not less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (b) The Employer will respond to the request within 21 days of receipt of the request in writing.

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## **54 LONG SERVICE LEAVE**

Employees are entitled to long service leave under the *Long Service Leave Act 1976* (Tasmania). Under the Act Employees accrue 8 2/3 weeks of long service leave after 10 years of continuous employment and a further 4 1/3 weeks long service leave in respect of each additional 5 years of continuous employment.

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## **55 PERSONAL/CARER'S LEAVE**

### **55.1 Taking Personal/Carer's Leave**

Employees are entitled to take personal/carer's leave, when they are absent:

- (a) due to personal illness or injury affecting them; or
- (b) for the purposes of providing care or support to a member of their Immediate Family or household who is sick and requires care or support because of personal illness or injury or an unexpected emergency.

### **55.2 Employee Must Give Notice**

- (a) Where an Employee takes personal/carer's leave they must give notice to the Employer as soon as practicable (which may be at a time after the leave has started) and must advise the employer of the period, or expected period, of the leave.

### **55.3 Evidence Supporting Claim**

- (a) An Employee who takes personal/carer's leave must provide the Employer with evidence to establish that that they were absent from work because of personal illness or injury or affecting them or providing care or support to a member of their Immediate Family or household who is sick and requires care or support because of personal illness or injury.



- (b) The evidence required by clause must be in the form of:
  - (i) a statutory declaration for no more than 3 single day absences each calendar year; or
  - (ii) a medical certificate provided by a registered health practitioner.
- (c) An Employee may take no more than 3 single day absences each calendar year without providing any evidence to support the reason for their absence.

#### **55.4 Emergency**

When taking leave to care for members of their Immediate Family or household who requires care 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 or support by the Employee.

#### **55.5 Entitlement to Paid Personal/Carer's leave**

- (a) Employees, other than Casual Employees, will progressively accrue 20 days of paid personal/carers' leave for each 12 months of service which accumulates from year to year which may be used for either purpose set out in clause 55.1.
- (b) When paid personal/carers' leave is taken the Employee will be paid their Ordinary Hourly Rate for the hours they would have worked had they not taken the leave.
- (c) An Employee will not be entitled to paid for personal/carers' leave unless they satisfy the notice and evidentiary requirements set out in clause 55.2 and 55.3.
- (d) Accrued personal/carers' leave entitlements will not be paid out on termination of employment.

#### **55.6 Unpaid Carer's Leave**

Casual Employees and other Employees who have exhausted their paid personal/carers' leave entitlements are entitled to take 2 days unpaid carer's leave for each occasion for the purposes set out in clause providing that the notice and evidentiary requirements set out in clauses 55.2 and 55.3 are met.

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## **56 COMPASSIONATE LEAVE**

### **56.1 Taking Compassionate Leave**

Employees are entitled to compassionate leave:

(a) to spend time with a person who contracts or develops a personal illness or sustains a personal injury which poses a serious threat to his or her life; or

(b) after the death,

of a member of their Immediate Family, a member of their household, or a person with whom they have a significant relationship.

#### **56.2 Evidentiary Requirements**

To be entitled to compassionate leave the Employee must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the compassionate leave is taken for one of the purposes set out in clause

#### **56.3 Entitlement**

The amount of compassionate leave for each occasion is 5 days.

#### **56.4 Paid Compassionate Leave**

(a) If compassionate leave is taken by an Employee, other than a Casual Employee, the Employee will be paid their Ordinary Hourly Rate that the Employee would have worked had they not taken the leave.

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### **57 PROFESSIONAL DEVELOPMENT AND STUDY LEAVE**

(a) All Full Time Employees are entitled to 3 days paid conference/seminar leave per annum (pro rata for part time). Approved conference/seminar leave may be taken to attend a health/aged care related conference or seminar or for undertaking work related study.

(b) All Study Leave must receive prior written approval by the Facility Manager – Toosey.

(c) Study leave is not cumulative.

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### **58 CEREMONIAL LEAVE**

(a) An Employee who is an aboriginal or Torres Strait islander, or is a member of another culture or religion will be entitled to leave without pay of up to ten working days in any one calendar year:

(i) for the purpose of observation of religious occasions; or

- (ii) where there is a cultural day of significance to the employee.
- (b) A statutory declaration or other satisfactory evidence must be submitted to the Facility Manager - Toosey.
- (c) An Employee taking leave for cultural or religious purposes as defined may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.
- (d) Such cultural duties and ceremonial obligations may be:
  - (i) traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies;
  - (ii) for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Observation Committee Week functions; or
  - (iii) other relevant cultural duties and events and/or fulfilling ceremonial obligations.
- (e) Under normal circumstances the employee must provide at least 2 weeks' notice in writing (usually by furnishing an 'Application for Leave' form) of the employee's intention to take leave pursuant to this clause.

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## 59 JURY SERVICE

- (a) Full Time and Part Time Employees who are required for jury service will be reimbursed for the difference between their jury service pay and their Full Hourly Rate for the hours they would have worked had it not been for the jury service.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) The Employee must give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

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## 60 COMMUNITY SERVICE LEAVE

Employees who are voluntary members of an emergency service may be entitled to be absent from work during an emergency or natural disaster if they satisfy the requirements to be entitled to Community Service Leave in the *Fair Work Act 2009*.

- (a) Family Violence Leave and SupportThe Employer recognises that Employees

sometimes face situations of severe family or domestic conflict or violence. The Employer is committed to providing workplace support to Employees experiencing such situations.

- (b) The Employer appreciates the importance for Employees who should find themselves in such circumstances to be supported and assured of confidentiality and privacy. The Employer will endeavour to provide such support to meet individual circumstances. An Employee will be able to access support, pastoral care and services by approaching the Facility Manager - Toosey or Human Resources to discuss the options most suited to their particular situation and support available.
- (c) In addition the Employer encourages staff to access its Employee Assistance Program.
- (d) Support may be taken in the form of:
  - (i) the implementation of flexible working arrangements, including changes to working times consistent with the needs of the work unit; and/or
  - (ii) a change to the employee's work location, telephone number or email address to avoid harassing contact; and/or
  - (iii) leave.
- (e) An Employee is entitled to 5 days unpaid leave to deal with family and domestic violence, as follows:
  - (i) The leave is available in full at the start of each 12 month period of the Employee's employment; and
  - (ii) The leave does not accumulate from year to year.
- (f) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and Employer.
- (g) An Employee may take unpaid leave to deal with family and domestic violence if the Employee:
  - (i) Is experiencing family and domestic violence; and
  - (ii) Needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside of their ordinary hours of work.

- (h) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings or accessing police services.
- (h) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
- (i) An Employee must give their Employer notice of the taking of leave by the Employee under this clause. The notice:
  - (i) Must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) Must advise the Employer of the period, or expected period, of the leave.
- (j) Additional unpaid or paid leave will be at the discretion of the Facility Manager - Toosey or delegated person and will depend on individual circumstances.
- (k) Any such arrangements will remain strictly confidential.

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**61 PROOF OF THE CIRCUMSTANCE MAY BE REQUIRED BY THE EMPLOYER. PROOF CAN EITHER BE IN THE FORM AN AGREED DOCUMENT ISSUED BY THE POLICE SERVICE, A COURT, A MEDICAL PRACTITIONER, A DOMESTIC VIOLENCE SUPPORT SERVICE, A LAWYER, A COUNSELLING PROFESSIONAL OR STATUTORY DECLARATION.**

**STAFF MEETINGS – COMMUNITY**

Community Carers are required to attend a minimum of 4 designated compulsory staff meetings per year. Where a staff meeting is not held at the same time as a training session under clause 62 Employees will receive minimum pay of 1 hour per meeting at their Ordinary Hourly Rate.

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**62 STAFF TRAINING - COMMUNITY**

Community Carers are required to attend a minimum of 4 designated compulsory training sessions each year. Such training sessions may be combined with a compulsory staff meeting. Staff will receive a minimum of 2 hours pay per session at their Ordinary Hourly Rate.

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## **63 PUBLIC HOLIDAYS**

### **63.1 Payment**

Employees other than Casual employees who are absent from work on a Public Holiday will be entitled to be paid their Ordinary Hourly Rate for hours they would have been required to work had it not been a Public Holiday. Employees who have not been rostered to work on the Public Holiday or whose Ordinary Hours of Work do not fall on the Public Holiday will not be entitled payment. Casual employees will only be paid for public holidays that they work.

### **63.2 Payment for Public Holidays Worked**

- (a) Subject to this clause 63.2, Employees who are required to work on a Public Holiday will be paid the following loading in addition to their Ordinary Hourly Rate for the hours worked:
  - (i) A Registered Nurse or Enrolled Nurse -Shift Worker -100%
  - (ii) A Registered Nurse or Enrolled Nurse - Day Worker - 150%
  - (iii) All other Employees - 150%
- (b) The Public Holiday loading provided by clause 63.2(a) is in substitution for and not in addition to any roster loadings for all Employees other than Registered and Enrolled Nurses.
- (c) The public holiday loading provided by clause 63.2(a) is calculated on the Loaded Rate for Registered and Enrolled Nurses, subject to clause 63.2(h).
- (d) Where work commences between 11.00pm and midnight on a Public Holiday, the time worked before midnight will not entitle the Employee to the penalty provided by this clause.
- (e) Time worked by an Employee before midnight on a day preceding a Public Holiday and extending into such holiday the time worked before midnight will be regarded as time worked on a Public Holiday.
- (f) Employees who are rostered to work on a Public Holiday and fail to attend will not be entitled to pay for the Public Holiday but will be entitled to pay at their Ordinary Hourly Rate if they are otherwise entitled to paid leave under this Agreement.
- (g) The Employer and Employee may agree to substitute another day for a Public Holiday, such agreement to be recorded in writing.
- (h) Provided that no Employee shall receive in the aggregate more than the equivalent of double time and half of their Ordinary Hourly Rate. For a casual Employee, the Ordinary Hourly Rate will include the casual loading.

## SECTION G – CHANGE MANAGEMENT AND REDUNDANCY

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### **64 CONSULTATION AND PROCEDURES**

#### **64.1 Notification by Employer**

Where the Employer:

- (a) has made a definite decision to introduce major changes in program, organization, structure or technology that are likely to have significant effects on Employees; or
- (b) proposes to introduce a change to the regular roster or Ordinary Hours of Work of Employees,

the Employer will notify the Employees, and if requested, their nominated representative, who may be affected by the proposed changes.

#### **64.2 'Significant effects'**

- (a) Significant effects includes:
  - (i) Termination of employment including as a result of redundancy;
  - (ii) major changes in the composition, operation or size of the Employer's workforce or in the skills required;
  - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - (iv) the alteration of the hours of work; and
  - (v) the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- (b) Where the Agreement makes provisions for alteration of any of the matters referred to in clause 64.2(a) an alteration will be deemed not to have significant effect.

#### **64.3 Employer to discuss change**

The Employer will discuss with the Employees affected and, if requested, their union or nominated representative as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 65.1 including discussion about:

- (a) the introduction of changes referred to in clause 64.1;
- (b) the effects the changes are likely to have on Employees;

- (c) measures to avert or mitigate the adverse effects of such changes on Employees.

#### **64.4 Employee concerns**

The Employer will give prompt consideration to matters raised by the Employees and or their union or representative in relation to the changes.

#### **64.5 Information in writing**

For the purposes of such discussion, the Employer will provide in writing to the Employees concerned and their union or other Employee representative:

- (a) all relevant information about the changes proposed;
- (b) the expected effects of the change on Employees; and
- (c) any other matters likely to effect Employees,

provided that the Employer will not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

#### **64.6 Change to regular roster or ordinary hours of work**

- (a) Where a change is proposed in accordance with clause 64.1(b) the Employer must, in addition to the requirements set out in clauses 64.1, 64.3, 64.4 and 64.5:
  - (i) recognise an Employee appointed representative for the purpose of consultation providing they Employer has been advised by the Employee or employees of the representative's identity;
  - (ii) provide Employees who may be affected by the change with information about:
    - (A) the nature of the change; and
    - (B) what the Employer reasonably believes will be the effects of the change on the Employees affected,unless that information is confidential or commercially sensitive information to the relevant Employees.
  - (iii) Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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### **65 REDUNDANCY**

The Employer acknowledges that it is not desirable to lose the services of Employees through redundancy. The Employers preferred option is to seek redeployment and retraining opportunities within the Employer where possible in accordance with



operational requirements.

#### **65.1 Redeployment and retraining**

- (a) In the event of a position being made redundant, or an Employee's hours are reduced or altered which causes a loss of an Employee's income the following will apply:
  - (i) the Employer will actively explore all internal redeployment opportunities for Employees surplus to requirements;
  - (ii) an Employee seeking redeployment may be retrained for an available position on condition that the Employee can demonstrate that he or she possesses the necessary capacity for that position; and
  - (iii) where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the Employee to perform the duties of the position to which the Employee is being redeployed. The Employee will be entitled to undertake this training during work time.
- (b) All reasonable attempts will be made to ensure that an Employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

#### **65.2 Notice of Redundancy**

- (a) If an Employee's employment is terminated because of redundancy they will be entitled to notice of termination in accordance with clause 10.1 (Notice of Termination by Employer); and
- (b) If an Employee whose position is made redundant because of redundancy accepts a transfer to a lower paid position or a less hours of work resulting in a loss of income they will be entitled to notice of the transfer in the amount provided for notice of termination in clause 10.1 (Notice of Termination by Employer) or the difference in pay for the period of notice between the new position and the redundant position.

#### **65.3 Voluntary Redundancy**

- (a) In the event that it is necessary for the Employer to make a position(s) redundant, or reduce or alter hours which causes a loss of employees income, the Employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.
- (b) The Employer will only be required to seek such expressions of interest from

Employees in the same classification as the position being made redundant.

- (c) In assessing applications for voluntary redundancy, the parties acknowledge that the Employer will take into account the skill of Employees and operational requirements.
- (d) In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing Employees. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an Employees income, the Employer will be entitled to take into account the operational requirements of the business. The Employer will consult with the union or nominated representative where the Employer rejects an application for voluntary redundancy in favour of an involuntary redundancy.

#### 65.4 Redundancy Package

- (a) Subject to 66.4(b) and 66.6, where an Employees employment is terminated as a result of redundancy because reasonable redeployment or retraining opportunities are not available the Employee will be entitled to redundancy pay based on continuous service as follows which is inclusive of statutory entitlements to redundancy pay:

Periods of Continuous Service	Severance Pay
Less than 1 year	1 week
1 Completed year	4 weeks
2 Completed years	6 weeks
3 Completed years	7 weeks
4 Completed years	8 weeks
5 Completed years	10 weeks pay
More than 5 completed years	2 weeks pay per completed year of service up to a maximum of 26 weeks.

- (b) Employees will not be entitled to redundancy pay if they are:
  - (i) Casual Employees; or
  - (ii) Temporary Employees whose employment is terminated at the end of their term of employment because of the effluxion of time or because the project or task they were employed to perform has been completed.

#### **65.5 Financial Counselling and Other Assistance.**

- (a) The Employer undertakes to provide access in paid time for each Employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The Employer will pay for the initial cost associated with the financial counselling (up to two sessions) from a financial counsellor agreed to by the Employer and the Employee.
- (b) The Employer will provide to each Employee an indication of entitlements at the time when written information about the redundancy is provided.
- (c) An Employee who is given notice of termination as a result of their position being made redundant will be provided with up to one days time off without loss of pay during each week of the notice period to seek other employment.

#### **65.6 Acceptable Alternative Employment**

- (a) Where the Employee rejects acceptable alternative employment that has been facilitated by the Employer for an Employee, including the transfer of all entitlements, the provisions of this redundancy clause will not apply.
- (b) Acceptable alternative employment will have been provided where the Employee is transferred to:
  - (i) a position which reflects the individual skills of that Employee; and
  - (ii) a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists.

## SECTION H – DISPUTE RESOLUTION

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### 66 PREVENTION AND SETTLEMENT OF INDUSTRIAL DISPUTES

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES or any other work-related matter, in the first instance the parties will attempt to resolve the matter 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 the Employer as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.
- (c) If the dispute is still unresolved, the matter will be referred to the Facility Manager - Toosey and a meeting arranged.
- (d) The above steps will take place within 7 days or as soon as practicable depending on the circumstances.
- (e) If a dispute in relation to a matter arising under the Agreement is unable to be resolved and all agreed steps for resolving it have been taken, the dispute may be referred to FWC for resolution by mediation and/or conciliation. If mediation and/or conciliation fails to settle the dispute, the party may refer the matter to FWC to arbitrate the dispute. FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) It is a term of this Agreement that while the dispute resolution procedure is being conducted work will continue normally according to the custom or practice existing before the change or omission that gave rise to the dispute until either the dispute is resolved or, if referred to FWC, up to the first hearing and then subject to any direction of FWC. No party will be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.
- (g) The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision of FWC. FWC is empowered to deal with such an appeal under the terms of this Agreement.
- (h) For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

## SECTION I – CONFIDENTIALITY

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### 67 CONFIDENTIALITY

- (a) In addition to the Employer's policy on confidentiality as amended from time to time, at all times during and after the term of their employment:
  - (i) Employees must not, except in the proper course of their duties or where required by law or their professional responsibilities, divulge to any person any information which is not in the public domain and which concerns any personal affairs of any person, or the business or finances of the Employer or any related or associated entity, which may come to the knowledge of that Employee by any means; and
  - (ii) Employees must use their best endeavours to prevent the publication or disclosure of any information of the type referred to in this clause 68; and
  - (iii) without limiting the Employee's obligations under this clause, no Employee may unless specifically required by their employment or by law, copy or remove from the Facility any documents or records of the Employer, whether they have been prepared by the Employee or not. Similarly, no Employee may make use of any information covered by this clause for any purpose other than their employment by the Employer.
- (b) Employees who breach of this clause may be subject to disciplinary action.

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### 68 POLICE RECORD CHECKS

- (a) It is regulatory requirement and a condition of employment that all Employees have a current and satisfactory PRC.
- (b) The Employer has a duty of care to its residents and clients to ensure that the quality of character of the Employees is suitable for the delivery of high standard care in a safe environment in order to ensure minimisation of the risk of harm to residents and clients.
- (c) Where the Employer requires an Employee, whether as a result of a legislative requirement or not, to obtain or renew a PRC, the Employer will cover the cost.
- (d) The Employer must not forward a PRC to any other organisation or individual except where required by law.

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## **69 NOTICE BOARD**

The Employer will provide space on staff notice boards for union officials and delegates to post formal union notices.

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## **70 UNION RECOGNITION**

- (a) The Employer recognises the right of all Employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- (b) The Employer will recognise delegates from ANMF and HACSU in the workplace for the purposes of training upon receipt of written notification from each of the respective Unions.
- (c) A delegate will be released on leave to attend union business in accordance with the following:
  - (i) up to a combined total of 2 days' paid leave and 3 days' unpaid leave per calendar year per delegate to attend approved accredited training or conferences facilitated by the union to increase awareness and knowledge of workplace issues (in accordance with change management and dispute resolution procedures) and/or consultative mechanisms and/or statutory entitlements and obligations, to assist in prompt resolution of disputes and grievances which will contribute to a more productive, aware and harmonious workplace environment;
  - (ii) a minimum of 4 weeks' written notice, or less by agreement, must be provided to the Employer of a request to attend such union business. The notice must specify the time and nature of the union business;
  - (iii) unless otherwise agreed, only one delegate from each union may take leave under this clause at any one time.
  - (iv) subject to operational requirements the Employer shall not unreasonably refuse such a request .
- (d) For approved leave a delegate may access leave without pay, Annual Leave or Long Service Leave (where the training is a minimum of 5 consecutive days), for the purposes of attending such training

## SECTION J – AGREEMENT MATTERS AND SIGNATORIES

### 71 SCHEDULES

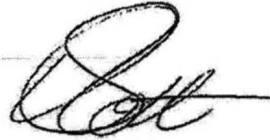
The schedules attached to this Agreement form part of this Agreement and are to be read in conjunction with the Agreement.

#### SIGNING PAGE

Executed as an agreement this 12th day of March 2021.

Toosey

Signature:



Print Name:

Laurene  
STOTT

Authority to sign Agreement:

Date:

GENERAL MANAGER - TOOSEY 12/03/21  
10 ARCHER STREET  
LONGFORD - TAS. 7301

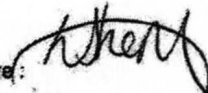
Australian Nursing and Midwifery Federation, Tasmanian  
Branch

182 Macquarie Street  
Hobart. Tas. 7000

Authority to sign Agreement:

I, Emily Shepherd, as Branch Secretary of the  
Australian Nursing and Midwifery Federation, Tasmanian  
Branch, under the registered Rules of the Federation am  
authorised to act in this matter.

Signature:



Print Name:

Emily Shepherd

Branch Secretary Australian Nursing and  
Midwifery Federation, Tasmanian Branch

Date:

16/03/2021

Health & Community Services Union, TASMANIA BRANCH

11 Clare Street  
New Town. Tas. 7008

Authority to sign Agreement:

I, Tim Jacobson, as State Secretary of the Health &  
Community Services Union, Tasmania Branch, under the  
registered Rules of the Union am authorised to act in this  
matter.

Signature:



Print Name:

Tim Jacobson  
16/3/21

State Secretary Health & Community  
Services Union, Tasmania Branch

Date:

16/3/21

## Schedule 1

### Toosey Enterprise Agreement 2021-2025

2% increase (as indicated) per annum or CPI increase whichever is greater until the nominal expiry date

	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24
<b>Admin, Employees</b>					
Level One	\$ 23.10	\$ 23.56	\$ 24.03	\$ 24.51	\$ 25.00
Level Two	\$ 23.76	\$ 24.24	\$ 24.72	\$ 25.21	\$ 25.72
Level Three	\$ 24.23	\$ 24.71	\$ 25.21	\$ 25.71	\$ 26.23
Level Four	\$ 26.43	\$ 26.96	\$ 27.50	\$ 28.05	\$ 28.61
Level Five	\$ 27.26	\$ 27.81	\$ 28.36	\$ 28.93	\$ 29.51
Level Six	\$ 28.18	\$ 28.74	\$ 29.32	\$ 29.90	\$ 30.50
Level Seven	\$ 29.60	\$ 30.19	\$ 30.80	\$ 31.41	\$ 32.04
<b>Extended Care Assistants</b>					
Level One	N/A				
Level Two	\$ 22.74	\$ 23.19	\$ 23.66	\$ 24.13	\$ 24.61
Level Three	\$ 23.93	\$ 24.41	\$ 24.90	\$ 25.39	\$ 25.90
Level Four	\$ 24.10	\$ 24.58	\$ 25.07	\$ 25.58	\$ 26.09
Level Five	\$ 24.72	\$ 25.21	\$ 25.72	\$ 26.23	\$ 26.76
Level Six	N/A				
Level Seven	\$ 26.50	\$ 27.03	\$ 27.57	\$ 28.12	\$ 28.68
<b>Service Employees</b>					
Level One	\$ 22.17	\$ 22.61	\$ 23.07	\$ 23.53	\$ 24.00
Level Two	\$ 22.96	\$ 23.42	\$ 23.89	\$ 24.37	\$ 24.85
Level Three	\$ 23.95	\$ 24.43	\$ 24.92	\$ 25.42	\$ 25.92
Level Four	\$ 24.65	\$ 25.14	\$ 25.65	\$ 26.16	\$ 26.68
Level Five	\$ 26.07	\$ 26.59	\$ 27.12	\$ 27.67	\$ 28.22
Level Six	\$ 26.90	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12
Level Seven	\$ 27.82	\$ 28.38	\$ 28.94	\$ 29.52	\$ 30.11
<b>Community Carers</b>					
Level One	\$ 25.36	\$ 25.87	\$ 26.38	\$ 26.91	\$ 27.45
Level Two	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.85	\$ 28.40
Level Three	\$ 26.92	\$ 27.46	\$ 28.01	\$ 28.57	\$ 29.14
Level Four	\$ 27.55	\$ 28.10	\$ 28.66	\$ 29.24	\$ 29.82
Level Five	\$ 29.06	\$ 29.64	\$ 30.23	\$ 30.84	\$ 31.46
Level Six	N/A				
Level Seven	N/A				
<b>Enrolled Nurse</b>					
Pay Point One	\$ 30.02	\$ 30.62	\$ 31.23	\$ 31.86	\$ 32.49
Pay Point Two	\$ 30.63	\$ 31.24	\$ 31.87	\$ 32.50	\$ 33.15
Pay Point Three	\$ 31.23	\$ 31.85	\$ 32.49	\$ 33.14	\$ 33.80
Pay Point Four	\$ 31.69	\$ 32.32	\$ 32.97	\$ 33.63	\$ 34.30
Pay Point Five	\$ 32.31	\$ 32.96	\$ 33.62	\$ 34.29	\$ 34.97
<b>Registered Nurse - Level 1</b>					
1st and 2nd year of service	\$ 33.07	\$ 33.73	\$ 34.41	\$ 35.09	\$ 35.80
3rd year of service	\$ 34.58	\$ 35.27	\$ 35.98	\$ 36.70	\$ 37.43
4th year of service	\$ 36.12	\$ 36.84	\$ 37.58	\$ 38.33	\$ 39.10
5th year of service	\$ 37.65	\$ 38.40	\$ 39.17	\$ 39.95	\$ 40.75
6th year of service	\$ 39.17	\$ 39.95	\$ 40.75	\$ 41.57	\$ 42.40
7th year of service	\$ 40.70	\$ 41.51	\$ 42.34	\$ 43.19	\$ 44.05
8th year of service and thereafter	\$ 42.22	\$ 43.06	\$ 43.93	\$ 44.80	\$ 45.70
<b>Registered Nurse - Level 2</b>					
1st year of service	\$ 43.75	\$ 44.63	\$ 45.52	\$ 46.43	\$ 47.36
2nd year of service	\$ 44.76	\$ 45.66	\$ 46.57	\$ 47.50	\$ 48.45
3rd year of service	\$ 45.78	\$ 46.70	\$ 47.63	\$ 48.58	\$ 49.55
4th year of service and thereafter	\$ 46.81	\$ 47.75	\$ 48.70	\$ 49.68	\$ 50.67



<b>Registered Nurse - Level 3</b>							
1st year of service	\$	48.70	\$	49.67	\$	50.67	\$ 51.68 \$ 52.71
2nd year of service	\$	49.85	\$	50.85	\$	51.86	\$ 52.90 \$ 53.96
3rd year of service	\$	51.00	\$	52.02	\$	53.06	\$ 54.12 \$ 55.20
4th year of service and thereafter	\$	52.13	\$	53.17	\$	54.24	\$ 55.32 \$ 56.43
<b>Registered Nurse - Level 4</b>							
Grade One	\$	58.24	\$	59.40	\$	60.59	\$ 61.80 \$ 63.04
Grade Two	\$	58.24	\$	59.40	\$	60.59	\$ 61.80 \$ 63.04
Grade Three	\$	58.24	\$	59.40	\$	60.59	\$ 61.80 \$ 63.04
<b>Registered Nurse - Level 5</b>							
Grade One	\$	58.24	\$	59.40	\$	60.59	\$ 61.80 \$ 63.04
Grade Two	\$	62.69	\$	63.94	\$	65.22	\$ 66.53 \$ 67.86
Grade Three	\$	67.13	\$	68.47	\$	69.84	\$ 71.24 \$ 72.66
Grade Four	\$	72.22	\$	73.66	\$	75.14	\$ 76.64 \$ 78.17
Grade Five	\$	73.97	\$	75.45	\$	76.96	\$ 78.50 \$ 80.07
Grade Six	\$	75.22	\$	76.72	\$	78.26	\$ 79.82 \$ 81.42

## Schedule 2

Toosey Enterprise Agreement 2012-2025							
Allowance Type	Per Unit	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24	
Uniform Cleaning	shift or part thereof	\$ 0.41	\$ 0.42	\$ 0.43	\$ 0.44	\$ 0.44	
Uniform Cleaning	week	\$ 1.87	\$ 1.91	\$ 1.95	\$ 1.98	\$ 2.02	
First Aid	week	\$ 17.39	\$ 17.74	\$ 18.09	\$ 18.45	\$ 18.82	
Kilometre (Travel)	Km	\$ 0.96	\$ 0.98	\$ 1.00	\$ 1.02	\$ 1.04	
Nauseous Work	hour	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52	
Breakfast	meal	\$ 10.34	\$ 10.55	\$ 10.76	\$ 10.97	\$ 11.19	
Lunch (or midday meal)	meal	\$ 11.19	\$ 11.41	\$ 11.64	\$ 11.87	\$ 12.11	
Dinner (or evening meal)	meal	\$ 20.12	\$ 20.52	\$ 20.93	\$ 21.35	\$ 21.78	
Employee provided meal	meal	\$ 3.39	\$ 3.46	\$ 3.53	\$ 3.60	\$ 3.67	

### Schedule 3

#### Classification Definitions

##### Aged Care Employee - Level 1

###### Entry level:

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

An Employee at this level:

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

Indicative tasks performed at this level are:

###### General and administrative services

###### Food services

General clerk

Food services assistant

Laundry hand

Cleaner

Assistant gardener

##### Aged Care Employee - Level 2

An Employee at this level:

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

Indicative tasks performed at this level are:

###### General and administrative services

###### Food services

###### Personal care

General clerk/Typist (between 3 months' and less than 1 year's service)

Food services assistant

Extended  
Assistant

Care

Laundry hand

**General and administrative services****Food services****Personal care**

Cleaner

Gardener (non-trade)

Maintenance/Handyperson (unqualified)

Driver (less than 3 ton)

**Aged Care Employee - Level 3**

An Employee at this level:

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

Indicative tasks performed at this level are:

**General and administrative services****Food services****Personal care**

General clerk/Typist (second and subsequent years of service)

and Cook

Extended Care Assistant

Receptionist

Leisures & Lifestyle Officer (unqualified)

Pay clerk

Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

**Aged Care Employee - Level 4**

An Employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;

- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills;
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and
- in the case of an Extended Care Assistant, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Senior clerk	Senior cook (trade)	Extended Care Assistant
Senior receptionist		
Maintenance/Handyperson (qualified)		
Driver (3 ton and over)		
Gardener (trade or TAFE Certificate III or above)		

#### **Aged Care Employee - Level 5**

An Employee at this level:

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

- in the case of an Extended Care Assistant may if appointed by the Employer administer medication if the requirements outlined in 'Guidelines for the Administration of Certain Substances By the Aged-Care Workers in Residential Aged Care Service' are achieved and maintained.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Secretary interpreter (unqualified)	Chef	Extended Care Assistant
		Leisure & Lifestyle Officer (qualified)

### **Aged Care Employee - Level 6**

An Employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

### **Aged Care Employee - Level 7**

An Employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Clerical supervisor	Chef /Food services	Extended Care
Interpreter (qualified )	supervisor	Assistant
Gardener superintendent		
General services supervisor		

## **Schedule 4**

### **Classification Definitions**

#### **Nursing assistant**

#### **Nursing care**

#### **Nursing care means:**

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in 0.
- For the purposes of this award nursing care also includes care provided by midwives.

#### **Student Enrolled Nurse**

**Student enrolled nurse** means a student undertaking study to become an enrolled nurse.

#### **Enrolled Nurses**

#### **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:
  - (i) 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 Nursing and Midwifery Board of Australia or its successor;
  - (ii) 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; and
  - (iii) having a Nursing and Midwifery Board of Australia approved qualification in medicines administration.
- (c) **Skill indicators**
  - (i) The Employee has limited or no practical experience of current situations;



and

- (ii) 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:
  - (i) having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
  - (ii) 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;
  - (iii) the undertaking of in-service training, subject to its provision by the employing agency, from time to time;
  - (iv) having a Nursing and Midwifery Board of Australia approved qualification in medicines administration.

- (c) Skill indicators

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

- (i) a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- (ii) an ability to relate theoretical concepts to practice; and/or
- (iii) 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:
  - (i) 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;

- (ii) the undertaking of in-service training, subject to its provision by the employing agency, from time to time; and
  - (iii) having a Nursing and Midwifery Board of Australia approved qualification in medicines administration.
- (c) Skill indicators
- The Employee is required to demonstrate some of the following in the performance of their work:
- (i) an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
  - (ii) observation and assessment skills to recognise and report deviations from stable conditions;
  - (iii) 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
  - (iv) 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:
  - (i) 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;
  - (ii) the undertaking of in-service training, subject to its provision by the employing agency, from time to time; and
  - (iii) having a Nursing and Midwifery Board of Australia approved qualification in medicines administration.
- (c) Skill indicators
  - (i) The Employee is required to demonstrate some of the following in the performance of their work:
  - (ii) speed and flexibility in accurate decision making;
  - (iii) organisation of own workload and ability to set own priorities with minimal direct supervision;

- (iv) observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- (v) 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:
  - (i) 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;
  - (ii) the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time; and
  - (iii) having a Nursing and Midwifery Board of Australia approved qualification in medicines administration.

- (c) Skill indicators

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

- (i) 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;
- (ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- (iii) efficiency and sound judgment in identifying situations requiring assistance from an RN.

#### **Registered Nurses**

##### **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:
  - (i) delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
  - (ii) coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
  - (iii) providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
  - (iv) providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
  - (v) accepting accountability for the employee's own standards of nursing care and service delivery; and
  - (vi) 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.
- (b) An Employee at this level may also be known as a Clinical nurse.
- (c) 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.
- (d) Duties of a **Clinical nurse** will substantially include, but are not confined to:
  - (i) 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;
  - (ii) providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
  - (iii) 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;
- (iv) acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- (v) assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

### **Registered Nurse - Level 3 (RN3)**

- (a) An Employee at this level:
  - (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 that the employee is required to perform the duties detailed in this subclause on a continuing basis.
- (b) An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.
- (c) 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:
  - (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
    - (A) 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;
    - (B) staff and patient/client education;
    - (C) staff selection, management, development and appraisal;
    - (D) participating in policy development and implementation;
    - (E) 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;
    - (F) 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;

- (G) 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
  - (H) coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- (ii) Duties of a **Nurse Manager** will substantially include, but are not confined to:
- (A) 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;
  - (B) staff selection and education;
  - (C) allocation and rostering of staff;
  - (D) occupational health;
  - (E) initiation and evaluation of research related to staff and resource management;
  - (F) participating in policy development and implementation;
  - (G) 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);
  - (H) 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
  - (I) managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a **Nurse Educator** will substantially include, but are not confined to:
- (A) 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;
  - (B) implementation and evaluation of staff education and development programs;
  - (C) staff selection;

- (D) implementation and evaluation of patient or client education programs;
- (E) participating in policy development and implementation;
- (F) 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
- (G) being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

#### **Registered Nurse - Level 4 (RN4)**

- (a) An Employee at this level:
  - (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.
- (b) 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).
- (c) 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.
- (d) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (e) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
  - (i) 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;
  - (ii) provision of appropriate education programs, coordination and promotion of clinical research projects;
  - (iii) participating as a member of the nursing executive team;

- (iv) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - (v) managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
  - (vi) being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
  - (vii) being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
  - (viii) being accountable for clinical operational planning and decision making for a specified span of control; and
  - (ix) being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
- (f) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:
- (i) 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;
  - (ii) coordination and promotion of nursing management research projects;
  - (iii) participating as a member of the nursing executive team;
  - (iv) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - (v) managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
  - (vi) being accountable for the effective and efficient management of human and material resources within a specified span of control;
  - (vii) being accountable for the development and coordination of nursing management systems within a specified span of control; and
  - (viii) being accountable for the structural elements of quality assurance for a specified span of control.
- (g) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:



- (i) 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;
- (ii) coordination and promotion of nurse education research projects;
- (iii) 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;
- (iv) managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- (v) being accountable for the standards and effective coordination of education programs for a specified population;
- (vi) being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- (vii) being accountable for the management of educational resources including their financial management and budgeting control; and
- (viii) undertaking career counselling for nursing staff.

**Registered Nurse Level 5 - (RN5)**

- (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.
- (b) An employee at this level may also be known as a Director of Nursing.
- (c) 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.
- (d) In addition to the duties of an RN4, an employee at this level will perform the following duties:
  - (i) being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
  - (ii) 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;

- (iii) 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;
- (iv) 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;
- (v) managing the budget of the nursing division of the health unit;
- (vi) ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- (vii) complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession

## **Schedule 5**

### **Classification Definitions - Community Carer**

#### **Community Carer level 1**

A position in this level has the following characteristics:

- (a) **A person appointed to this position will have less than 12 months' experience in the industry.**
- (b) **Accountability and extent of authority**
  - (i) An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.
- (c) **Judgment and decision-making**
  - (i) Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.
- (d) **Specialist knowledge and skills**
  - (i) Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.
- (e) **Interpersonal skills**
  - (i) Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.
- (f) **Qualifications and experience**
  - (i) An Employee in this level will have commenced on-the-job training which may include an induction course.

#### **Community Carer level 2**

A position in this level has the following characteristics:

**(a) Accountability and extent of authority**

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

**(b) Judgment and decision-making**

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

**(c) Specialist knowledge and skills**

- (i) Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

**(d) Interpersonal skills**

- (i) Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

**(e) Qualifications and experience**

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

**Community Carer level 3**

A position in this level has the following characteristics:

- (a) Accountability and extent of authority
  - (i) Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.
- (b) Judgment and decision-making
  - (i) These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.
- (c) Specialist knowledge and skills
  - (i) Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.
- (d) Interpersonal skills
  - (i) Positions in this level require skills in oral and written communication with clients, other employees and members of the public.
- (e) Qualifications and experience
  - (i) Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

#### **Community Carer level 4**

A position in this level has the following characteristics:

(a) **Accountability and extent of authority**

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

(b) **Judgment and decision-making**

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

(c) **Specialist knowledge and skills**

- (i) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (ii) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms or files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

(d) **Interpersonal skills**

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

(e) **Qualifications and experience**

- (i) An Employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

## **Community Carer level 5**

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

### **(a) Accountability and extent of authority**

- (i) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- (ii) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (iii) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (iv) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

### **(b) Judgment and decision-making**

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

### **(c) Specialist knowledge and skills**

- (i) Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

### **(d) Management skills**

- (i) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (ii) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

**(e) Interpersonal skills**

- (i) Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

**(f) Qualifications and experience**

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



## ANNEXURE A

### IN THE FAIR WORK COMMISSION

Matter no: AG2021/4219

#### Application by Toosey for Approval of an Enterprise Agreement

#### UNDERTAKINGS

I, **Lauraine Stott** of 10 Archer Street, Longford in the State of Tasmania hereby state:-

1. I am the General Manager of Toosey.
2. I provide the following undertakings on behalf of Toosey:
  - 2.1. Toosey undertakes that the definition of a shift worker found in Clause 8 of the Toosey Enterprise Agreement 2021-2025 will be modified to read: 'For the purpose of the additional week of annual leave provided in the NES, a shift worker is an Employee who is regularly required to:
    - 2.1.1. work their Ordinary Hours of Work outside the Ordinary Hours of Work of a Day Worker and in accordance with shifts set out in Clause 20; and/or
    - 2.1.2. work 4 or more ordinary hours on 10 or more weekends in a calendar year as set out in Clauses 52.4 and 52.5.'
  - 2.2. Toosey undertakes, in relation to Clause 52.10 of the Toosey Enterprise Agreement 2021-2025, to only cancel leave by mutual agreement between the Employer and the Employee and that the words in brackets 'whether agreed or otherwise by the Employee, and irrespective of when such cancellation notice is given' will have no effect.

Dated: 1 April 2021

Witness

*Judith Watson*  
1/4/2021



Lauraine Stott

1/4/2021

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