



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Uniting AgeWell Limited
(AG2025/1210)

Uniting AgeWell Enterprise Agreement (Tasmania) 2025

Aged care industry

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 30 MAY 2025

Application for approval of the Uniting AgeWell Enterprise Agreement (Tasmania) 2025

[1] An application has been made for approval of an enterprise agreement known as the *Uniting AgeWell Enterprise Agreement (Tasmania) 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Uniting AgeWell Limited. The Agreement is a single enterprise agreement.

[2] The Health Services Union (HSU) and Australian Nursing and Midwifery Federation (ANMF) being bargaining representatives for the Agreement, have each given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations. Both Unions support approval of the Agreement, although the HSU's support was qualified and related to its view that the Agreement does not pass the better off overall test.

[3] The culmination of correspondence between the Commission and the parties regarding issues raised by the HSU and the Commission is the provision by the Employer of written undertakings. A copy of the undertakings is attached in Annexure A. The undertakings resolve some, but not all of the HSU's concerns.

[4] The HSU raises an issue concerning the appropriate comparator for the purposes of the BOOT for two classifications of employees: Home Care Admin Assistant and Admin Officer.

[5] The Agreement applies to all Residential Employees and Home Care and Community Employees employed in Tasmania in the classifications in Appendix A. Appendix A details classification structures for Nurses; Aged Care Employees; Home Care Employees and Community Employees. A "Home Care Employee" means an employee who would otherwise be covered by Schedule F of the *Social, Community, Home Care and Disability Services Industry Award 2010* (SCHADS Award). A "Community Employee" means an employee who would otherwise be covered by Schedule B of the SCHADS Award (the SACS stream).

[6] The Agreement classifications for Home Care Employees are:

- Home care employee (unqualified)
- Home care employee (qualified)
- Home care employee (specialist)\
- Home Care Worker Team Leader
- Home Care Worker Leader Operations
- Care Organiser
- Care Advisor
- Admin Assistant
- Admin Officer

[7] Other than Admin Assistant and Admin Officer, the remaining Home Care classifications have been matched to classifications in Schedule F of the SCHADS Award. However, Schedule F does not contain classifications for clerical or administrative employees. For the purposes of the BOOT, the employer has mapped these two roles to classifications in the *Clerks Private Sector Award 2020*.

[8] The HSU contends that this is not correct, and they should be mapped to classifications in Schedule B of the SCHADS Award. The HSU submits that the Clerks Award does not apply to these employees because clause 4.3(a) of the Clerks Award provides that it does not cover “employers covered by a modern award that contains clerical classifications.” It submits that Schedule B of the SCHADS Award contains clerical classifications and covers the employer, consequently the Clerks Award does not apply.

[9] I do not agree. The SCHADS Award relevantly covers employers in the ‘social and community services sector’ (SACS) and the ‘home care sector’. Schedule B contains the classification structure for the SACS sector, and Schedule F for the home care sector. The definition of the SACS sector includes the provision of personal care in a residential setting to a person with a disability, but not to aged persons. While the employer is covered by the SCHADS Award and operates in both the home care and SACS sectors of the industry, the employees engaged in its home care operations are employed under Schedule F and not Schedule B. Whilst Schedule B contains classifications that encompass administrative work, those classifications do not apply to the employees performing work under Schedule F. Schedule F does not include classifications relating to administrative duties.

[10] I consider that clause 4.3(a) of the Clerks Award must be read to mean that it does not cover “employers covered by a modern award that contains clerical classifications” which would otherwise cover the relevant employees. If I am wrong about that, and clause 4.3(a) does apply and the Clerks Award does not cover the Admin Assistant and Admin Officer, it does not follow that such roles would fall within the classifications covering clerical duties in the SACS stream. They remain employed as Home Care Employees. The consequence of this would be that the relevant instrument for the purposes of the BOOT would be the *Miscellaneous Award 2020*. When assessed against either the *Clerks Award* or the *Miscellaneous Award*, I am satisfied that employees classified as Home Care Admin Assistant and Admin Officer are better off overall.

[11] Undertaking 1 provides replacement rates for a Community Employee Level 5 in Schedule A of the Agreement. The rates in Schedule A of the Agreement for these employees

were incorrectly recorded due to a typographical error that the Undertaking seeks to address. For Community Employee Level 5 PP3, the corrected rate is higher than in the Agreement. However, for PP1 and PP2 the corrected rate is lower than in the Agreement. The HSU contends that the Undertaking cannot be accepted because it would cause financial detriment to employees in that classification. However, the Employer has confirmed that no such financial detriment arises as this is a new classification and there are no employees presently employed in those classifications.

[12] The HSU also points to other detrimental terms in the Agreement which I have considered in my overall assessment of whether the employees are Better Off Overall.

[13] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[15] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 June 2025. The nominal expiry date of the Agreement is 1 January 2028.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2025/1210

Employer:

Uniting AgeWell Limited

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *Uniting AgeWell Enterprise Agreement (Tasmania) 2025*

Undertaking – Section 190

I, Tracy Semmens, Director-People and Culture for Uniting AgeWell Limited (the **Employer**), give the following undertaking with respect to the *Uniting AgeWell Enterprise Agreement (Tasmania) 2025* (the **Agreement**) and have the authority from the Employer to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

- The ordinary rates of pay for a Community Employee Level 5 in Schedule A – Pay Schedule will be replaced with the following.

Classification	Current	FFPPOOA 1-Jan-25	FFPPOOA 1-Mar-25	FFPPOOA 1-Mar-26	FFPPOOA 1-Mar-27
<i>Community Employee Level 5 Regional Coordinator</i>					
<i>Community Employee Level 5 PP1</i>	NA	NA	50,8614	52,3872	53,9588
<i>Community Employee Level 5 PP2</i>	NA	NA	51,9532	53,5117	55,1170
<i>Community Employee Level 5 PP3</i>	NA	NA	53,1583	54,7530	56,3955

- Clause 50.3b) will be replaced with the following:

- An Employee (including a casual Employee) who is required to be on duty, and works, on a day referred to in clause 50.1 above shall be entitled to be paid 250% of the ordinary rate of pay, provided that casual employees in the below classifications will be paid the corresponding rate, calculated on the ordinary rate of pay:*

<i>Casual Aged Care Employee</i>	275%
<i>Casual Community Employee</i>	267%
<i>Casual Home Care Specialist</i>	267%
<i>Casual Home Care Admin Assistant</i>	267%
<i>Casual Home Care Admin Officer</i>	267%
<i>Casual Home Care Unqualified</i>	261%
<i>Casual Home Care Qualified</i>	261%

- Clause 57 (Higher Duties) will be replaced with the following:

An Employee, other than a nursing Employee, engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum ordinary rate of pay for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

A Registered Nurse Employee who, for a period of three consecutive days or more, performs duties of an Employee with a higher classification, then that Employee shall be paid the minimum ordinary rate of pay applicable to the higher classification.

Any direction issued under this clause shall be consistent with the Employer's obligation to provide a safe and healthy working environment.

This clause does not apply to Enrolled Nurses.

4. Clause 27.2b) of the Agreement will be amended (as underlined) to read as follows:

- b) *Where an Employee is recalled to work and the payment at overtime rates does not equal or exceed four hours at the ordinary rate of pay (or 5.5 hours at the ordinary rate of pay in the case of a Maintenance Employee), then the Employee shall be paid a minimum of four hours at the ordinary rate (or 5.5 hours at the ordinary of pay in the case of a Maintenance Employee).*

5. Clause 33.8b) of the Agreement will be amended (as underlined) to read as follows:

- b) *The untaken annual leave, as accrued at the date of termination, is paid at the ordinary rate of pay at the time of termination together with the applicable annual leave loading / allowance in accordance with clause 33.9.*


6. Clause 35.2 of the Agreement will be amended (as underlined) to read as follows:

Employees who resign after completing 10 years of continuous service will be paid Long Service Leave. Employees who have completed at least 7 but less than 10 years' continuous service may be entitled to pro-rata long service leave on termination in accordance with the Long Service Leave Act 1976 (Tas) as amended.

7. Clause 35.7 of the Agreement will be replaced with the following:

"Pay" means remuneration for an Employee's normal weekly hours of work, including shift penalties, casual loadings and other allowances as defined in the Tasmanian Long Service Leave Act 1976, calculated at the Employee's ordinary rate of pay provided in SCHEDULE A – PAY SCHEDULE at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee's ordinary rate of pay which occurred during the period of leave as from the date such increase operates. Any period of long service leave to which a part-time Employee may be entitled shall be on a pro rata basis according to the number of hours the Employee worked on average over the past twelve months

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	30 May 2025
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Tracy Semmens
Signature:	

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.



Uniting AgeWell Enterprise Agreement (Tasmania)

2025

SECTION A - SCOPE OF THIS AGREEMENT	4
1 NAME OF AGREEMENT.....	4
2 DEFINITIONS	4
3 SCOPE OF AGREEMENT AND PARTIES BOUND.....	6
4 DATE AND PERIOD OF OPERATION.....	6
5 RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS.....	6
6 ACCESSIBILITY OF THE AGREEMENT	7
7 FLEXIBILITY ARRANGEMENT.....	7
8 STAFFING.....	8
SECTION B - REMUNERATION.....	9
9 WAGES	9
9A STAGE 3 OF THE AGED CARE WORK VALUE CASE AND NURSES WORK VALUE CASE	9
10 SALARIES.....	11
11 SUPERANNUATION	12
12 SALARY PACKAGING	14
SECTION C - ALLOWANCES.....	17
13 QUALIFICATIONS ALLOWANCE.....	17
14 ENROLLED NURSE POST GRADUATE ALLOWANCE	17
15 PRECEPTOR ALLOWANCE	18
16 BUDDY ALLOWANCE - ECA AND SERVICES EMPLOYEES ONLY	18
17 TEAM LEADER ALLOWANCE ENROLLED NURSE.....	18
18 IN CHARGE ALLOWANCE.....	19
19 BUDDY ALLOWANCE – HOME CARE.....	19
20 MOBILE PHONE.....	19
21 MULTI-SITE ALLOWANCE	20
22 FIRST AID ALLOWANCE – HOME CARE AND COMMUNITY	20
23 ACCOMMODATION AND CONVENIENCES	20
24 LICENCE ALLOWANCE.....	20
25 UNIFORMS	20
26 TOOLS, PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS	20
27 ON CALL / RECALL	22
28 MEAL BREAKS AND MEALS.....	24
29 MEDICATION AWARENESS ALLOWANCE (EXTENDED CARE ASSISTANTS ONLY)	26
SECTION E – PROFESSIONAL DEVELOPMENT	27
30 STUDY LEAVE.....	27
31 COMPULSORY MEETINGS, EDUCATION AND TRAINING	27
32 WORKPLACE DELEGATES’ RIGHTS AND DELEGATE TRAINING.....	28
SECTION F - LEAVE PROVISIONS.....	33
33 ANNUAL LEAVE.....	33
34 PARENTAL LEAVE.....	37
35 LONG SERVICE LEAVE.....	38
36 PERSONAL/CARER’S LEAVE	41
37 FAMILY AND DOMESTIC VIOLENCE LEAVE.....	45
38 JURY SERVICE.....	47
39 COMPASSIONATE / BEREAVEMENT LEAVE.....	47
40 EMERGENCY SERVICES LEAVE	48
41 CEREMONIAL LEAVE	50
SECTION G - WORK ARRANGEMENTS AND HOURS OF WORK	51
42 NOTIFICATION OF CLASSIFICATION	51
43 REVIEW OF CONTRACTED HOURS	51

44	EMPLOYMENT TYPES	51
45	TEMPORARY OR FIXED TERM CONTRACTS	54
46	CONTRACT OF EMPLOYMENT	55
47	PROBATION.....	55
48	HOURS OF WORK	56
49	OVERTIME	64
50	PUBLIC HOLIDAYS	66
51	ROSTER.....	68
52	ADDITIONAL HOURS - PART TIME	70
53	MINIMUM ENGAGEMENT (FULL-TIME AND PART-TIME EMPLOYEES)	70
54	SHIFT VARIATION	71
55	SHIFT WORK.....	71
56	MULTI SKILLING.....	71
57	HIGHER DUTIES	72
58	DAYLIGHT SAVING	72
59	MOTOR VEHICLES	72
60	TRAVELLING	73
61	RIGHT TO DISCONNECT.....	74
62	POLICE RECORD AND WORKING WITH VULNERABLE PEOPLE CHECKS	74
SECTION G - CHANGE MANAGEMENT		76
63	CONSULTATION AND PROCEDURES.....	76
64	FLEXIBLE WORKING ARRANGEMENTS	77
SECTION H - DISPUTE AND DISCIPLINARY PROCEDURES		79
65	DISPUTE RESOLUTION PROCEDURE	79
66	DISCIPLINARY PROCEDURE.....	79
67	TERMINATION OF EMPLOYMENT	80
68	REDUNDANCY.....	82
SECTION I – AGREEMENT MATTERS, VARIATION AND SIGNATORIES		87
69	SCHEDULES / APPENDICES	87
70	VARIATION OF AGREEMENT.....	87
SIGNATORIES TO THE AGREEMENT		88
SECTION J – APPENDIX AND WAGE SCHEDULE		91
APPENDIX A – EMPLOYMENT CLASSIFICATIONS		91
CLASSIFICATION STRUCTURE - NURSES.....		91
NURSE CLASSIFICATIONS		92
REGISTERED NURSE CLASSIFICATIONS		92
ENROLLED NURSE CLASSIFICATIONS		100
AGED CARE EMPLOYEE CLASSIFICATIONS		104
HOME CARE EMPLOYEES		115
APPENDIX B - SUPPORTED WAGES		131
SCHEDULE A – PAY SCHEDULE		134

SECTION A - SCOPE OF THIS AGREEMENT

1 NAME OF AGREEMENT

This Agreement shall be called the *Uniting AgeWell Enterprise Agreement (Tasmania) 2025* (the **Agreement**).

2 DEFINITIONS

For the purposes of this Agreement

- 2.1 **'Act'** means *Fair Work Act 2009* as amended from time to time
- 2.2 **'Afternoon shift'** means a shift that concludes after 6:00 pm and at or before midnight Monday to Sunday, or for a Home Care and Community Employee a shift that concludes after 7:00pm and at or before midnight Monday to Sunday.
- 2.3 **'Aged Care Employee'** means an Employee employed in a classification listed in the 'Aged Care Employees' pay schedule in Schedule A. For the avoidance of doubt, this incorporates Extended Care Assistants, Leisure & Lifestyle, Services and Administrative Employees.
- 2.4 **'Agreement'** means the *Uniting AgeWell Enterprise Agreement (Tasmania) 2025*.
- 2.5 **'Casual Employee'** means a casual Employee in accordance with section 15A of the Act and who is paid a 25% loading in lieu of accruing NES entitlements, including paid leave (excluding paid family and domestic violence).
- 2.6 **'Community Employee'** means an Employee employed in a classification listed in the 'Community Employees' classification schedule in Appendix A who would, but for this Agreement, be covered by the *Social, Community, Home Care and Disability Services Industry Award 2010* within the social and community services stream (levels 1-5 only) in that modern award.
- 2.7 **'Day shift'** means a shift worked between the hours of 6:00am and 6:00pm Monday to Sunday, except for Home Care and Community Employees where day shift refers to ordinary hours between 6:00am to 7:00pm Monday to Sunday.
- 2.8 **'Day worker'** means:
- a) A Residential Employee whose ordinary hours of work are worked between the hours of 6:00am and 6:00pm Monday to Friday;
 - b) A Home Care and Community Employee whose ordinary hours of work are worked between the hours of 6:00am and 7:00pm Monday to Friday.
- 2.9 **'Full time Employee'** means a person engaged to work for the full ordinary hours as prescribed, as per clause 44.1.
- 2.10 **'FWC'** means Fair Work Commission or any successor organisation established under the Commonwealth legislation which performs the functions of conciliation and arbitration under the Act.

- 2.11 **'Home Care Employee'** means an Employee employed in a classification listed in the 'Home Care Employees' classification schedule in Appendix A who provides or otherwise supports the delivery of services in clients' homes, and whose employment would, but for this Agreement, be covered by the *Social, Community, Home Care and Disability Services Industry Award 2010* within the home care classification stream in that modern award.
- 2.12 **'Home Care and Community Employee'** means an Employee employed by the Employer in a Home Care Employee classification or Community Employee classification in Schedule A.
- 2.13 **'Immediate Family'** means the Employee's partner (of either sex), including former partners, parent (including step parent and foster parent), sibling, child (including adopted child, a step child, ex-nuptial child and adult child), grandchild or next-of-kin; or a child, parent, grandparent, grandchild or sibling of a partner of an Employee.
- 2.14 **'NES'** means the National Employment Standards as described in Part 2.2 of the *Fair Work Act 2009*.
- 2.15 **'Night shift'** means a shift where the ordinary hours of work commence at or after midnight and before 6.00am, or a shift where the ordinary hours of work finish on the day after commencing duty.
- 2.16 **'Ordinary Rate of Pay'** means the rate of pay set out in Schedule A received for working ordinary time hours, as applicable to that Employee in the appropriate classification, excluding penalties, loadings, allowances and any other separately identifiable amounts.
- 2.17 **'Part-time Employee'** means an Employee, other than a full-time or casual Employee, engaged to work regularly in each pay period for less hours than an equivalent full-time Employee.
- 2.18 **'Residential Employee'** means an Employee employed in a classification listed in the 'Registered Nurses' pay schedule, 'Enrolled Nurses' pay schedule or 'Aged Care Employees' pay schedule in Schedule A.
- 2.19 **'Roster'** means a work pattern designed for a specific work area for all or any work performed outside the span or ordinary hours contained in Clause 48 - Hours, excluding work performed outside the span of hours and paid in accordance with Clause 49 - Overtime.
- 2.20 **'Shift worker'** means an Employee other than a day worker. This is not a definition for 'shift worker' for the purposes of annual leave.
- 2.21 **'UA'** means Uniting AgeWell Limited.
- 2.22 **'Year of experience'** for the purposes of pay point progression for Extended Care Assistants and Services Employees as set out in Schedule A shall mean 1976 hours of work (including approved paid leave) with UA within a year (based on the Employee's anniversary date) in the classification in which the Employee is appointed, An Employee who does not complete 1976 hours of work (including

approved paid leave) with UA in their anniversary year will not progress to the next pay point until completion of a further 12 months' service with UA.

2.23 'Registered Nurse definitions'

- a) **'Registered Nurse'** means a person whose name appears as a Registered Nurse on the register maintained by the Australian Health Practitioner Regulatory Agency on behalf of the Nursing and Midwifery Board of Australia.

2.24 Enrolled Nurse definitions

- a) **'Enrolled Nurse'** means a person whose name appears on the register as an Enrolled Nurse maintained by the Australian Health Practitioner Regulatory Agency on behalf of the Nursing and Midwifery Board of Australia.

3 SCOPE OF AGREEMENT AND PARTIES BOUND

The Agreement shall apply to:

- 3.1 Uniting AgeWell Limited (UA) in respect to its residential, home care and community aged care services in Tasmania; and
- 3.2 all Residential Employees and Home Care and Community Employees employed by UA as at or after the date of operation of the Agreement in Tasmania in the classifications in Appendix A; and
- 3.3 Australian Nursing & Midwifery Federation (Tasmania Branch); and
- 3.4 Health Services Union, Tasmanian Branch.

4 DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the Agreement is approved by Fair Work Commission (FWC) and the nominal expiry date shall be 1 January 2028. Thereafter the Agreement has force in accordance with the Act.

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

5 RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

The parties acknowledge that this Agreement prescribes entitlements that are also prescribed by the NES in the Act. These include but are not limited to annual leave, personal / carer's leave, compassionate leave, parental leave and community services leave. Where this Agreement has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

6 ACCESSIBILITY OF THE AGREEMENT

A copy of this Agreement shall be accessible to Employees in a conspicuous and convenient place at the workplace or via the UA intranet.

7 FLEXIBILITY ARRANGEMENT

7.1 At the Employee's written request, an Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if

- a) the flexibility arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) penalty rates;
 - (iii) allowances;
 - (iv) leave loading;
- b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph a)(i) – a)(iv); and
- c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and
- c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:

1. the terms of the Agreement that will be varied by the arrangement; and
2. how the arrangement will vary the effect of the terms; and
3. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
4. states the day on which the arrangement commences.

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

7.5 The Employer or Employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the Employer and Employee agree in writing at any time.

8 STAFFING

8.1 Planned Long Term Vacancies

Where a planned long-term vacancy occurs the Employer will advertise the position internally and/or externally within four (4) weeks of the Employer becoming aware that the position is being vacated.

SECTION B - REMUNERATION

9 WAGES

9.1 Wage increases

Subject to the provisions of this clause, ordinary rates of pay for Employees who are employed as at or after the date of operation of the Agreement are in accordance with SCHEDULE A – PAY SCHEDULE. The ordinary rates of pay in SCHEDULE A – PAY SCHEDULE reflect the following wage increases:

- a) 3% from the first full pay period on or after 1 March 2025;
- b) 3% from the first full pay period on or after 1 March 2026;
- c) 3% from the first full pay period on or after 1 March 2027.

9.2 However, in accordance with clause 9A below and the illustrative example, the above wage increases will be applied to the applicable minimum ordinary rates of pay, which will include the increases required, in accordance with the Commonwealth Government's directions, that support the increase to wages arising from the Stage 3 Aged Care Work Value Case (**ACWVC**) Decision and the associated Nurses Work Value Case (**Nurses WVC**) (AM2024/11).

9.3 Trainees

Rates of pay, conditions and allowances for Trainees shall be in accordance with this Agreement.

9.4 Rates of pay and allowances as increased by this Agreement are set out at SCHEDULE A – PAY SCHEDULE.

9.5 As per section 206 of the Act, no Employee can be paid a base rate less than the appropriate Award rate of pay. Should the Award rate surpass the Agreement rate of pay, then an Employee will immediately commence to receive a base rate equal to the Award rate.

9A STAGE 3 OF THE AGED CARE WORK VALUE CASE AND NURSES WORK VALUE CASE

- (a) The parties acknowledge that as at the commencement of this Agreement:
 - (i) the Stage 2 Decision of the ACWVC (Matter Numbers: AM2020/99, AM2021/63 and AM2021/65) resulted in a 15% interim increase to the minimum rates of pay under the Nurses Award 2020, the Aged Care Award 2010 and Social, Community, Home Care and Disability Services Industry Award 2010 (**SCHCADS Award**) for prescribed classifications (including Registered Nurses, Enrolled Nurses, Nursing Assistants, Personal Care Workers, Lifestyle and Head Chefs/Cooks that are the most senior chef or cook engaged in a facility) and that this increase has been implemented by the Employer and is reflected in the minimum rates at Schedule A of this Agreement;

- (ii) the Stage 3 Decision of the ACWVC has awarded further increases to the minimum rates of pay under the Nurses Award, the Aged Care Award and SCHCADS Award for prescribed classifications (including Nursing Assistants, Personal Care Workers, Lifestyle, Food Services Assistants, Cleaners, Laundry Hands and Indirect Care employees – **Stage 3 Classifications**);
 - (iii) the Stage 3 Decision of the ACWVC found that Enrolled Nurses and Registered Nurses required increased rates to reflect work value and gender equity considerations but deferred a full decision on these matters to the outcome of the Nurses WVC;
 - (iv) the operative dates for the increases to wages for Stage 3 Classifications has been determined to be the first full pay period on or after 1 January 2025 for the Indirect Care Workers, and for Direct Care Workers the increases will be phased in effective from the first full pay periods on or after 1 January 2025 and 1 October 2025;
 - (v) the increases to wages for Stage 3 Classifications that are effective from the first full pay period on or after 1 January 2025 have been implemented by the Employer and reflected in the minimum rates at Schedule A of this Agreement;
 - (vi) the ANMF made an application under section 158 of the Act to vary the Nurses Award with the Nurses WVC and on 6 December 2024 the FWC delivered a decision (Matter Numbers AM2021/63 and AM2024/11 – **Nurses WVC Decision**) which, among other things, resulted in increases to wages for registered nurses and enrolled nurses in the aged care sector who are covered by the Nurses Award (**Aged Care Nurses WV Classifications**);
 - (vii) the operative dates for the increases to wages for Aged Care Nurses WV Classifications has been determined to be phased in over three tranches, from the first full pay periods on or after 1 March 2025, 1 October 2025 and 1 August 2026;
 - (viii) the increases to wages for Aged Care Nurses WV Classifications that are effective from the first full pay period on or after 1 March 2025 have been implemented by the Employer and reflected in the minimum rates at Schedule A of this Agreement; and
 - (ix) the Commonwealth Government has committed to fully fund the increase for providers in the sector in relation to work value matters.
- (b) In terms of next steps, the parties understand that the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision and the Nurses WVC Decision.
- (c) Accordingly, the Employer:

- (i) will increase the applicable minimum ordinary rates of pay under this Agreement for Stage 3 Classifications and Aged Care Nurses WV Classifications in accordance with the guidance / direction from the Commonwealth Government and where funded to do so, including with respect to the operative timing of those increases;
- (ii) in doing so, maintain the quantum and timing of the wage increases at clause 9.1 of this Agreement as they apply to the minimum ordinary rates of pay, including as adjusted in accordance with clause 9A(c)(i); and

Illustrative example: If the minimum ordinary rate of pay is \$30 and the Agreement provides for a wage increase of 3% on 1 March 2025, but the Commonwealth Government's direction is to increase the applicable hourly rate by \$0.90 on 1 January 2025, then, as a term of this Agreement, the Employer will increase the hourly rate to \$30.90 on 1 January 2025 and then apply the 3% wage increase on 1 March 2025 to the hourly rate of \$30.90.

- (iii) meet with the ANMF and HACSU to discuss the implementation of the outcome.
 - i. .

10 SALARIES

Employees shall be paid the weekly salaries, including overtime, as set out in this clause 10, corresponding to that Employee's classification in accordance with Appendix A, at intervals not more than two weeks.

10.1 Payment of wages

Wages including overtime shall be paid on a week day being not more than five days following the end of the pay period provided that:

- a) When two Public Holidays occur between the end of the pay period and the usual pay-day, payment may be postponed by two days but payment must still be made on a week day of the same week (the expression pay-day in this Clause includes the week day designated as a pay-day pursuant to this proviso).

10.2 Method of payment

- a) Payment of wages shall be by direct bank deposit or some other method agreed by the Employer, provided that any Employee may nominate which bank or financial institution shall receive the payment of wages.
- b) The present method of payment shall not be varied, except after consultation with the Employee(s) concerned and an agreed phasing-in period.

10.3 Statement of wages

On or within one working day of pay day the Employer shall provide to the Employee, particulars in writing, setting out full details of the wages to which the Employee is

entitled in accordance with the pay slip content requirements prescribed by the *Fair Work Regulations 2009* (Cth) as amended.

10.4 Overpayment of wages

Where an overpayment of wages occurs, the Employee is to be notified in writing of the reason for and the amount of the overpayment. The overpayment may be recovered on an agreed basis both in terms of quantum and period of time. The objective of such agreement will be to recover overpayments within a reasonable period of time without resulting in genuine hardship to the Employee.

- a) If the Employee plans to leave UA prior to the overpayment being repaid, the Employee agrees to make arrangements for the outstanding monies to be repaid in full prior to the end of their employment.
- b) If a repayment schedule cannot be agreed, the matter will be managed in accordance with Clause 65, Dispute Resolution Procedure.

10.5 Termination of employment

When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by UA, payment of all wages and other monies owing to an Employee shall be made to the Employee by direct bank deposit.

- a) The Employer must pay an Employee the Employee's wages and all other amounts that are due to the Employee under this Agreement and the NES, no later than 2 days after the day on which the Employee's employment terminates or on the next pay run, whichever is earlier.
- b) This sub-clause will not come into effect if any unforeseen event outside the control of UA prevents their ability to meet the requirements of this sub-clause.

11 SUPERANNUATION

11.1 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 (the **Superannuation Legislation**). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

11.2 Choice of fund

UA shall offer Employees a choice of superannuation funds, however the default superannuation funds shall be:

- Health Employees Superannuation Trust Australia; OR
- Aware Super Pty Ltd; OR
- NGS Super Pty Ltd; OR
- the Employee's 'stapled' fund in accordance with the Superannuation Legislation; OR

- any other complying fund upon a request from the Employee and with the consent of the Employer.

11.3 Superannuation Fund(s)

"The Fund" for the purpose of this Agreement shall mean:

- a) the Employee's 'stapled' fund in accordance with the Superannuation Legislation; and/or
- b) Health Employees Superannuation Trust Australia (HESTA) established and governed by a trust deed dated 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; and/or
- c) Aware Super Pty Ltd (Aware State) established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; and/or
- d) NGS Super Pty Ltd (NGS Super) established and governed by a trust deed, as such may be amended from time to time, and includes any superannuation scheme which may made in succession thereto: and/or
- e) any other complying fund upon a request from the Employee and with the consent of the Employer.

11.4 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*.

11.5 Employer contributions

UA will pay monthly to the funds specified in clause 11.3 on behalf of eligible Employees the minimum contributions which it is required to pay in accordance with the *Superannuation Guarantee Act 1992* and all other government requirements.

11.6 Voluntary Contributions

- a) Subject to superannuation laws, where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee's wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by the Employer at the same time as the Employer's contributions. Where the Employer receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee within fourteen days of receiving the authorisation.
- b) An Employee may vary their additional contributions by a written authorisation and the Employer must alter the additional contributions

within fourteen days of receiving the authorisation. An Employee may only vary their additional contributions once each month.

11.7 Salary Sacrifice

An Employee may make an agreement with the Employer for salary sacrifice as follows:

- a) The Employee must specify an amount or a percentage of ordinary time earnings by which their salary is to be reduced ("the salary sacrifice").
- b) The salary sacrifice will be deducted from the Employee's salary and contributed by the Employer to the Fund each month.
- c) The Employer will continue to calculate the contributions required by clause 11.5 above and the *Superannuation Guarantee (Administration) Act 1992* on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
- d) Salary sacrifice deductions will continue to be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.
- e) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- f) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.
- g) The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

11.8 Ordinary Time Earnings

In respect to 'ordinary hours', Superannuation Guarantee Contributions will be paid in respect to each hour worked which is paid at ordinary time (including all hours in addition to contracted hours up to a maximum of 76 hours in any fortnight roster period, and regular shift penalties and loadings), as defined by the Australian Taxation Office.

12 SALARY PACKAGING

12.1 Employer intention

It is the intention of UA to maintain a worthwhile salary packaging program for eligible Employees. However, where the relevant legislation, including but not limited to the *Fringe Benefit Tax Act 1986* and the *Income Tax Assessment Act* is amended or other changes occur which have the effect of reducing or withdrawing the benefits of salary packaging to UA or the Employee, or which otherwise make the objective of this clause ineffective, unattainable or illegal, UA will not be liable to make up the salary benefits lost by an Employee as a consequence of such changes.

12.2 Definition

Salary packaging in the context of this agreement is the sacrifice or substitution of salary for other benefits, provided that the total cost to the Employer shall be no greater than if the entire Employee's entitlements had been taken as PAYG salary. The cost of the benefit (including taxes and administration expenses) is deducted from the total package of an Employee to arrive at the cash salary component.

12.3 Eligibility

Employees may enter into a salary packaging arrangement to package up to \$30,000 'grossed up' and in accordance with UA salary packaging policy (which is not incorporated into and does not form part of the Agreement) and procedure.

12.4 Unpaid leave

Employees on approved unpaid leave shall not be entitled to benefits pursuant to salary packaging while on leave.

12.5 Other leave

Employees on other forms of paid leave (such as but not limited to annual leave, long service leave and sick leave) shall be entitled to salary packaging while on leave.

12.6 Superannuation

The Employer shall pay Superannuation contributions on behalf of Employees as required by law and shall calculate its Superannuation contributions as a percentage of the total value of an Employee's remuneration package.

12.7 Workers Compensation

The Employer shall pay Employees' Workers Compensation payments as required by law and shall calculate such payments as a percentage of the total value of an Employee's remuneration package.

12.8 Remuneration Package

For the purposes of clause 12.6 and 12.7 "an Employee's remuneration package" shall mean the Employee's total weekly wages paid prior to whatever monies are salary packaged or sacrificed.

12.9 Ceasing salary packaging

For clarity, the parties agree that in the event that the salary packaging ceases to be an advantage to an Employee, or an Employee decides, for whatever reason, to stop participating in salary packaging, arrangements shall be made to reinstate as salary the agreed amount packaged. Any costs associated with the conversion to salary shall be borne by the Employee and the Employer shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

12.10 Cost of salary packaging

This cost of salary packaging will be reviewed annually and may increase annually as advised.

12.11 Employees to seek independent financial advice

UA makes no claim or representation regarding the financial benefits of salary packaging for any individual Employee and recommends staff considering salary packaging seek independent financial advice. UA shall not be responsible in any way for the cost or outcome of such advice.

SECTION C - ALLOWANCES

13 QUALIFICATIONS ALLOWANCE

13.1 Registered Nurse Post Graduate

- 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, shall be entitled to an hourly allowance being for the qualification that attracts the highest allowance, as follows:
 - 1. Graduate Certificate (from a recognised tertiary institution) 4% of the ordinary rate of pay
 - 2. Postgraduate Diploma (or degree other than undergraduate nursing degree) 6.5% of the ordinary rate of pay
 - 3. Masters or Doctorate 7.5% of the ordinary rate of pay
- c) A Registered Nurse claiming an entitlement to a qualification allowance must provide UA with satisfactory evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period commencing on or after evidence of the qualification is submitted to UA (or backdated to the first full pay period commencing on or after the date on which the Employee advised of the qualification where evidence is provided within four weeks of that advice). For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that person's base qualification leading to registration as a Registered Nurse.

14 ENROLLED NURSE POST GRADUATE ALLOWANCE

- 14.1 An Enrolled Nurse who holds any certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration) and can demonstrate that a component of the qualification is relevant to their area of practice and/or work in aged care shall be paid an allowance of 4% of the ordinary rate of pay payable for the Enrolled Nurse for a course of six months duration (or totalling 140 nominal classroom hours) or 6.5% of the ordinary rate of pay for the Enrolled Nurse for a course of twelve months duration (or totalling a nominal 280 classroom hours).
- 14.2 Only one post graduate qualification allowance is applicable for each Employee
- 14.3 Post graduate allowances shall be taken into account in the calculation of overtime and annual leave payments.
- 14.4 An Enrolled Nurse claiming an entitlement to a qualification allowance must provide UA with satisfactory evidence of that Enrolled Nurse holding the certificate or qualification for which the entitlement is claimed. Payment shall be from the first pay period commencing on or after evidence of the certificate or qualification is submitted to UA (or backdated to the first full pay period commencing on or after the date on which the Employee advised of the certificate or qualification where

evidence is provided within four weeks of that advice). For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that person's base qualification leading to registration as an Enrolled Nurse.

15 PRECEPTOR ALLOWANCE

An Enrolled Nurse, a Registered Nurse Level 1 or Level 2 who acts as a preceptor shall be paid an allowance in accordance with SCHEDULE A – PAY SCHEDULE per hour for all time spent so acting, subject to the following:

1. The preceptor program must be approved by UA; and
2. Where UA requires an Employee to act as a preceptor, UA will pay all course fees and provide time off on full pay for the Employee to attend the preceptor course

16 BUDDY ALLOWANCE - ECA AND SERVICES EMPLOYEES ONLY

Buddy allowance is payable to ECAs and Services Employees when an existing Employee is allocated by the Manager to buddy with a new staff member for orientation. The Buddy allowance shall be in accordance with SCHEDULE A – PAY SCHEDULE per hour for the hours allocated by the Manager to carry out the specific tasks designated, up to a maximum of two shifts per new Employee.

17 TEAM LEADER ALLOWANCE ENROLLED NURSE

17.1 Eligibility

An Enrolled Nurse will become eligible for the Team Leader allowance in accordance with SCHEDULE A – PAY SCHEDULE per hour where the Employee is required by UA to perform work as a Team Leader (however titled), or work which represents a net addition to the work value of the substantive role of equivalent Enrolled Nurse. In order to progress to receive the Team Leader allowance, the Enrolled Nurse must be appointed in writing to a position of greater accountability. Team Leader / additional responsibilities may include:

- a) Coordinating direct care for a number of residents, including the coordination of other staff; or
- b) Being in-charge of Employees within a section or department; or
- c) Functions/duties representing a net addition to work value by way of additional function(s) or a special project assigned.

17.2 Should the Employee cease to be required to perform the work of higher value as described, the Team Leader Allowance shall cease to be payable.

17.3 Scope of Practice

In all cases, work by an Enrolled Nurse that contravenes the scope of practice as defined by AHPRA at the time of entering into this Agreement shall not be criteria relevant to attraction of the Team Leader Allowance.

17.4 Exclusions

An Enrolled Nurse appointed at Pay Point 8 - Team Leader is not eligible for the Team Leader Allowance.

18 IN CHARGE ALLOWANCE

18.1 A Registered Nurse Level 1 or Level 2 required to assume in charge of a facility (where a Level 3 nurse is normally employed) for more than half a shift shall be paid the allowance in accordance with Appendix A for each such shift worked.

- a) Provided that such payment shall not be made if an Employee classified as Registered Nurse - Level 3 or above is rostered for duty at the same time in the facility.
- b) Provided further that the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.

18.2 Enrolled Nurse in charge allowance

- a) Where the Employer has followed the procedure defined at b) to d) below and has been unable to appoint a Registered Nurse to a vacant shift then an Enrolled nurse shall be appointed to that shift provided that a Registered nurse shall be on call for the duration of the shift. In these circumstances an Enrolled Nurse shall be entitled to an in-charge allowance. The allowance will be paid per shift as set out in Schedule A, in addition to all other allowances.
- b) The vacant shift/s will be offered to existing permanent part-time Registered Nurse Employees as additional shifts (excluding where the additional shifts will result in overtime); and if not filled
- c) The vacant shift/s will be offered to existing Registered Nurse casual Employees; and if not filled
- d) Contact will be made with at least one nursing agency and where a nurse is available to fill the vacancy, the position will be filled by an agency registered nurse.

19 BUDDY ALLOWANCE – HOME CARE

19.1 A Buddy allowance is payable to Home Care Employees when an existing Employee is allocated by the Manager to double with a new staff member for on-road orientation. The Buddy allowance shall be 10% of the ordinary rate of pay for the hours allocated by the Manager to carry out the specific tasks designated.

20 MOBILE PHONE

Staff who are required to have a personal mobile phone for the performance of their duties shall be paid an allowance in accordance with SCHEDULE A – PAY SCHEDULE.

21 MULTI-SITE ALLOWANCE

- 21.1 A Registered Nurse who is the only Registered Nurse rostered on duty between Strathhaven and Strathglen and is directed to supervise both Strathhaven and Strathglen on a weekend, afternoon or night shift shall be paid at a minimum ordinary rate of pay applicable to a Registered Nurse Level 3, on a per shift basis.
- 21.2 Any Employee who supervises at both Strathhaven and Strathglen and was, as at 1 November 2019, receiving the RN Level 2 rate plus the in charge allowance will continue to be paid at the current rate or the multi-site rate as specified in this Clause 21, whichever is greater.

22 FIRST AID ALLOWANCE – HOME CARE AND COMMUNITY

A Home Care and Community Employee 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 required by UA to perform First Aid duty at a UA workplace shall be paid the first Aid allowance in accordance with SCHEDULE A – PAY SCHEDULE.

23 ACCOMMODATION AND CONVENIENCES

An Employee required to sleep at the Employer's workplace shall be provided with comfortable and healthy accommodation. In addition, such Employees shall be provided linen, cutlery, crockery and blankets free of cost.

Dressing rooms, luncheon rooms and conveniences shall be provided for all Employees.

24 LICENCE ALLOWANCE

- 24.1 An Employee directed by the Employer to drive vehicles requiring a licence issued by the Transport Commission, shall upon presentation of their current licence to the Employer, be reimbursed the cost of the driver's licence fee.
- 24.2 This provision shall not apply to Employees who drive on an occasional basis only.

25 UNIFORMS

Where an Employee is required to wear a uniform, a uniform shall be provided free of charge, or a uniform allowance per hour of duty, or per week of duty, whichever is the lesser amount, paid in accordance with SCHEDULE A – PAY SCHEDULE. The uniform allowance shall be paid on all periods of paid employment, including approved leave with pay. This allowance is not subject to loadings or penalties.

26 TOOLS, PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS

26.1 Clothing

- a) The Employer shall provide where necessary, suitable protective clothing for the Employees. An Employee who is pursuant to this subclause, is supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.

- b) The Employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the Employees' duties.
- c) An Employee who is required, in accordance with this subclause, to use the safety requirements provided by the Employer shall use them for the purpose they were intended.
- d) Compensation to the extent of the damage sustained shall be made where, in the course of the work, an Employee's clothing is damaged, destroyed by fire or the use of corrosive substances.

26.2 Tools

In addition to the relevant wage rate, an Aged Care Employee level 5 or above who is employed to perform the work of a carpenter shall be paid a tool allowance in accordance with SCHEDULE A – PAY SCHEDULE.

26.3 Workload Management

- a) UA is committed to ensuring that staffing levels provide Employees with a reasonable workload, and are appropriate to ensure the delivery of quality resident care in keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.
- b) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s.
- c) Should an Employee (or Employees) feel that their workload is unreasonable or unsafe then that Employee (or Employees) has a responsibility to raise their concerns with their Manager.
- d) Resolution of workload issues should be based on the following criteria including but not limited to:
 - (i) clinical assessment of residents' needs;
 - (ii) the demand of the environment such as facility layout;
 - (iii) statutory obligations (including, but not limited to, work health and safety legislation);
 - (iv) reasonable workloads (such as roster arrangements);
 - (v) accreditation standards; and
 - (vi) budgetary considerations.

- e) If the matter is not resolved within 7 days then the Employee must document the relevant concerns and escalate them to a more senior manager and/or utilise the dispute resolution procedure of this Agreement.
- f) UA will monitor workload and skills mix of Employees and respond as soon as practicable to concerns raised.
- g) Replacement of staff, because of planned or unplanned leave, will be determined by the nurse in charge of the shift based on the current occupancy and resident mix and needs. Where occupancy and resident acuity is stable it would normally be expected that planned and unplanned absences will be replaced on a like for like basis.
- h) Where staff replacement is required, UA will make every practical effort to fill the position as soon as practicable.
- i) UA is committed to maximising its permanent workforce in line with its occupancy levels. UA will normally offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual or bank staff, where applicable.

27 ON CALL / RECALL

27.1 On Call Allowance

- a) An Employee (other than Maintenance) required to be on call (i.e. available to be recalled for duty or available for 'telephone duty') shall be paid an on call allowance (Nurses, Home Care and Community Employees, as applicable) in accordance with SCHEDULE A – PAY SCHEDULE.
- b) Maintenance Employees who are required to be on call (i.e. available to be recalled for duty or available for 'telephone duty' in that period of time beyond the Employee's rostered hours of duty) shall be paid an on call allowance in accordance with SCHEDULE A – PAY SCHEDULE. For the purposes of the weekend on-call allowance, a weekend is specified as each 24 hour period or part thereof during which the Maintenance Employee is on call during the period commencing from the time of finishing ordinary duty on Friday and the beginning of ordinary duty on Monday
- c) Weekend – Home Care and Community

For the purposes of weekend home care and community on-call allowance, a weekend is specified as each 24 hour period or part thereof during which the Home Care and Community Employee is on call during the period commencing from the time of finishing ordinary duty on Friday and the beginning of ordinary duty on Monday.

27.2 Recall to the workplace

- a) Except where otherwise specifically provided, an Employee who is designated on call and who is recalled to work at the workplace after leaving their Employer's workplace (whether notified before or after leaving such workplace) shall be paid at the applicable overtime rate in accordance with Clause 49 - Overtime.
- b) Where an Employee is recalled to work and the payment at overtime rates does not equal or exceed four hours at the ordinary rate of pay, then the Employee shall be paid a minimum of four hours at the ordinary rate of pay.
- c) Where a nurse is recalled to work at the workplace the minimum payment is calculated at the appropriate overtime rate.
- d) Where an Employee is recalled to work at the workplace a second time during their designated on call period, and such recall is within the hours for which payment is already due under sub clause 27.2b) hereof, the time worked in the first and second recall shall be combined for the purpose of calculating payment and shall be calculated in accordance with sub clause b) hereof.
- e) Where an Employee is recalled to work at the workplace a third time, or subsequent time during their designated on call period, and such recall is outside the hours for which payment is already due under sub clause b) and d) hereof, the Employee shall be paid in accordance with Clause 49 - Overtime. **PROVIDED** that where such payment does not equal or exceed four hours at the ordinary rate of pay, then the Employee shall be paid four hours at the ordinary rate of pay.
- f) Time reasonably spent in getting to and from work shall be regarded as time worked.
- g) An Employee who is recalled to work at the workplace within two hours of their normal starting time shall be paid at the overtime rate in accordance with Clause 49 - Overtime. **PROVIDED** that where such payment does not equal or exceed four hours at the ordinary rate of pay, then the Employee shall be paid four hours at the ordinary rate of pay.

27.3 Telephone Recall

Where an Employee is rostered on call, and performs telephone duties that can be managed without the Employee having to return to the workplace, such an Employee shall be paid a minimum of one hour overtime at the appropriate overtime rate for the first call received, provided that multiple calls within the one hour shall not attract an additional payment.

In respect of subsequent calls received, the Employee shall be paid in 30 minute periods when duties are performed, at appropriate overtime rates.

This Clause shall not apply to a Director of Nursing (however titled or styled).

28 MEAL BREAKS AND MEALS

28.1 Unpaid Meal Breaks

- a) An Employee, rostered to work a shift of greater than 4 hours, is entitled to an unpaid meal break of at least 30 minutes duration and not more than 1 hour, **PROVIDED** that:
 - (i) the duration of the meal break may be altered by agreement between the Employer and the Employee;
 - (ii) a Nurse engaged to work a shift of six hours or less may mutually agree with the Employer to forgo the unpaid meal break.

28.2 Paid Meal Break Allowance

- a) Where an Employee during a rostered ordinary shift exceeding 4 hours, is required by the Employer to:
 - (i) remain at the workplace (cannot leave the Facility); and
 - (ii) be on call and available for duty, including the performance of work as required,

during their meal break, the Employee will be paid an amount equivalent to the Employee's ordinary rate of pay for the 30-minute meal break (**Paid Meal Break Allowance**). For example, if an Employee's ordinary rate of pay is \$26.00 per hour, the Paid Meal Break Allowance will be \$13.00. The Paid Meal Break Allowance is not used in calculating the Employee's ordinary hours for the purposes of leave accrual, overtime or penalties.

- b) Extended Care Assistants, Enrolled Nurses and Registered Nurses will be entitled to a Paid Meal Break Allowance for rostered night shifts – as the arrangements for the meal break will be in accordance with subclauses 28.2a)(i) and 28.2a)(ii).
- c) Where an Employee receiving a Paid Meal Break Allowance is interrupted during the meal break by a call to duty (**Interrupting Work**), unless authorised otherwise by the Employer, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work.
- d) The Paid Meal Break Allowance is not payable to an Employee for work that attracts the application of clause 28.3a) below.
- e) This clause 28.2 does not apply to Home Care and Community Employees.

28.3 Paid Meal Break

- a) Excluding a Registered Nurse In-charge (however titled) or Registered Nurse, an Employee who:

- (i) undertakes Interrupting Work; and
- (ii) is directed to continue work without commencing their meal break (or taking the remainder of such meal break) prior to the conclusion of their rostered ordinary shift,

will, in lieu of receiving the Paid Meal Break Allowance, be paid at the applicable overtime penalty rate for all time worked from the commencement of the Interrupting Work until the conclusion of the ordinary shift. Excluding the period of the meal break, the time worked until the conclusion of the shift will be regarded and count as an Employee's ordinary time.

- b) For the avoidance of doubt, an Employee to whom clause 28.3a) applies will not also receive the Paid Meal Break Allowance for the same work.
- c) This clause 28.3 does not apply to Home Care and Community Employees.

28.4 All Employees must notify their Supervisor prior to commencing and upon return from a meal break.

28.5 Meal Break when required to work overtime

Unless the period of overtime is one and a half hours or less, an Employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. UA and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no Employee shall be required to work more than four hours without a break for a meal.

28.6 Meal allowance - overtime

When required to work overtime after the usual finishing hour of work beyond one hour, where available, the Employee shall be provided with a meal, or if a meal is not made available, a meal allowance shall be paid in accordance with SCHEDULE A – PAY SCHEDULE.

Provided that where such overtime work exceeds four hours, a further meal shall be provided, or if a meal is not made available, a meal allowance shall be paid in accordance with SCHEDULE A – PAY SCHEDULE.

28.7 Meal Charges

The maximum amount that shall be charged or deducted where an Employee receives a meal from their Employer (excluding where provided as per clause 28.6) shall be in accordance with SCHEDULE A – PAY SCHEDULE.

28.8 Meal allowance when required to work away from normal workplace

Where the duties of an Employee require them to travel from their normal workplace, more than 16 kilometres away, at their normal meal hour, that Employee shall, subject to this clause shall be paid:

- a) In the case of a meal purchased by the Employee at any hotel, boarding house, or public eating place, a meal allowance in accordance with SCHEDULE A – PAY SCHEDULE.
- b) In case of a meal provided by the Employee a meal allowance of \$2.25 for each meal so provided.
- c) Provided that this clause shall not apply to Employees who are required to travel as a normal component of their position.

29 MEDICATION AWARENESS ALLOWANCE (EXTENDED CARE ASSISTANTS ONLY)

29.1 From the first full pay period on or after the date of operation of this Agreement, an appropriately trained, qualified and appointed Extended Care Assistant who:

- a) is rostered to work and works an ECA med-aware shift in which the Extended Care Assistant will assist residents to take their medication; or
- b) is required by the Employer to assist, and assists, residents to take their medication on a shift (that is not a rostered ECA med-aware shift),
will be paid an allowance as set out in Appendix C, for all hours of such shift worked, irrespective of the amount of time taken to assist residents to take their medications.

29.2 For the purpose of 29.1, an Extended Care Assistant is appropriately “trained, qualified and appointed” if they have:

- a) attained a Certificate III or IV in Individual Support or equivalent, and provided evidence of such to the Employer; and
- b) successfully completed the CHCSS00070 ‘Assist Clients with Medication’ skill set which includes completion of HLTAAP001 ‘Assist Clients with Medication’ and HLTHPS006 ‘Recognise Healthy Body Systems’ units of competency, and provided evidence of such to the Employer; and
- c) successfully completed the Employer’s annual Medication Competency assessment and the Employer’s annual online theory training; and
- d) been appointed by UA to perform ECA med-aware shifts.

SECTION E – PROFESSIONAL DEVELOPMENT

30 STUDY LEAVE

- 30.1 All full time Employees are entitled to six (6) days paid study leave per anniversary year (pro rata for part time Employees who work not less than 5 shifts per fortnight) to undertake work related professional development, in accordance with the table below:

Shifts per fortnight	Days of paid study leave
4 or less	0
5	3
6	4
7	5
8 or more	6

Additionally, full-time and eligible part-time Employees undertaking a Degree or Masters which is relevant to their classification duties and to their employment with UA are entitled to a further 2 days' paid study leave per anniversary year.

All Study Leave must be approved by the Manager of the UA Site, Service or Program. Each day will be based on the individual Employee's usual shift length. Study leave shall not apply on a day that is additional to an Employee's roster for that fortnight.

- 30.2 Study leave is non-cumulative

- 30.3 Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

- 30.4 The Employer shall, within fourteen days of the request being made, notify the Employee in writing whether the leave is approved. If the leave is not granted the reasons will be included in the notification to the applicant.

- 30.5 Paid study leave is calculated on the ordinary rate of pay for the Employee's ordinary hours of work in the period over which the leave is taken and shall not be included in the calculation of hours for the purposes of overtime.

31 COMPULSORY MEETINGS, EDUCATION AND TRAINING

- 31.1 Staff meetings – Home Care and Community

Home Care and Community Employees are required to attend a minimum of four (4) designated compulsory staff meetings per year. Where a staff meeting is not held at the same time as a training session under Clause 31.2 and is held outside an Employee's rostered ordinary hours, Home Care and Community Employees will receive minimum pay of one (1) hour per meeting.

- 31.2 Staff training – Home Care and Community

All Home Care and Community Employees are required to attend a minimum of four designated compulsory training sessions each year. Such training sessions may be

combined with a compulsory staff meeting. Home Care and Community Employees will receive a minimum of two (2) hours pay per session where such session is held outside an Employee's rostered ordinary hours.

31.3 Staff training – Residential

Where Residential Employees are required to attend a compulsory training session outside of their normal rostered hours then a minimum of one (1) hour will be paid to each Employee.

31.4 Staff meetings – Residential

Residential Employees are required to attend a minimum of two (2) designated compulsory staff meetings per year. Where a staff meeting is not held at the same time as a training session under Clause 31.3, and is attended outside of normal rostered hours, Residential Employees will receive a minimum pay of one (1) hour per meeting.

31.5 Where practicable, the Employer will deliver the above compulsory training / meetings within the Employees' ordinary hours of work. Where a part-time or casual Employee is directed to attend compulsory training / meetings outside of their ordinary hours of work (including outside agreed additional hours for part-time Employees in accordance with, and subject to, clause 52), or outside a casual Employee's shift (including outside any agreed additional hours), such time will be paid at the applicable overtime penalty rate.

31.6 Paid meeting and training leave shall not be included in the calculation of hours for the purposes of overtime.

31.7 E-learning modules

E-learning activities with respect to mandatory modules will be completed where possible in the workplace in work time. Where it is not possible and an Employee has prior approval to complete an e-learning module outside the Employee's ordinary hours, they will be paid for the allocated time for that particular module at their ordinary rate of pay with a minimum allocated time of 30 minutes. If the Employee is unable to complete the training or activity within the allocated time, the Employee should cease the training or activity, and then bring this to the attention of their manager at the first available opportunity. The manager and the Employee will discuss any reasons for the Employee's inability to complete the module within the allocated time and the granting of further time to complete the module.

32 WORKPLACE DELEGATES' RIGHTS AND DELEGATE TRAINING

32.1 For the purpose of this clause 32:

- a) *workplace delegate* means an Employee of the Employer who is appointed or elected, in accordance with the rules of an Employee organisation, to be a delegate or representative (however described) for Employees of the Employer who are members of the Employee organisation.
- b) *delegate's organisation* means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;

- c) *eligible Employees* means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise; and
- d) *enterprise* has the meaning given by section 12 of the Act.

32.2 Before exercising entitlements under clause 32, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.

32.3 An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

32.4 Right of representation

- a) A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (vi) any process or procedure within the Agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests

32.5 Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under clause 31.4. This includes discussing membership of the delegate's organisation and representation with eligible Employees.
- b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

32.6 Entitlement to reasonable access to the workplace and workplace facilities

- a) The Employer must provide a workplace delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- b) The Employer is not required to provide access to or use of a workplace facility under clause 32.6a) if:
- (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

32.7 Entitlement to reasonable access to training

- a) The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least 2 paid days each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:
- (i) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Employees;
 - (ii) The number of eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible Employees who are:
 - (A) full-time or part-time Employees; or
 - (B) regular casual Employees.
 - (iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- (iv) The workplace delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - (v) If requested by the Employer, the workplace delegate must provide the employer with an outline of the training content.
 - (vi) The Employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
 - (vii) The workplace delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.
- b) In addition to the entitlement in clause 32.7a), a workplace delegate will be released on unpaid leave to attend union business in accordance with the following:
- (i) up to a combined total of five (5) days 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 four (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; and
 - (iii) subject to operational requirements UA shall not unreasonably refuse such a request.

32.8 Exercise of entitlements under clause 32

- a) A workplace delegate's entitlements under clause 32 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) comply with their duties and obligations as an Employee;
 - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

- (iii) not hinder, obstruct or prevent the normal performance of work; and
- (iv) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.

- b) Clause 32 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.
- c) Clause 32 does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

32.9 Where the paid leave in accordance with clause 32.7 is exhausted, a workplace delegate who complies with the requirements in clause 32.7 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. If a workplace delegate accesses leave without pay, where possible UA will offer additional shifts to 'back fill' to prevent loss of wages. For example, if a union delegate is away from the workplace for one shift, where possible, one additional shift will be offered to the workplace delegate. Delegate training leave shall not be included in the calculation of hours for the purposes of overtime.

32.10 An Employee may apply for professional development and study leave as per clause 30.

32.11 Notice Board

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

SECTION F - LEAVE PROVISIONS

33 ANNUAL LEAVE

33.1 Notice

A minimum of six weeks' notice of the date from which an Employee shall commence their annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.

33.2 Accrual and taking of annual leave

An Employee is entitled to apply to take annual leave at any time and the Employer shall not unreasonably refuse such an application. UA has the discretion to approve leave applications depending upon a number of factors including the operational requirements of the business. Annual leave can be taken as a single day or fraction of a day by agreement.

- a) UA will normally respond to all annual leave applications within 2 weeks of the application. Leave applications during peak times Christmas, Easter and school holidays will be assessed in a fair and equitable manner, taking into account the Employee's previous leave history during peak periods and the operational requirements of the business.

33.3 Period of Leave

33.4 Full-time and part-time Employees shall be allowed 4 weeks annual leave for each year of service. An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

33.5 In addition to the entitlement in clause 33.4, full-time Employees classified as Directors of Nursing or Care Managers shall be entitled to an additional period of annual leave of 38 hours annually (pro-rata for part-time Employees) which accrues progressively during a year of service according to the Employee's ordinary hours of work. This leave entitlement is inclusive of the additional week under the NES for a 'shiftworker' as defined. A 'shiftworker' for the purposes of this clause and the NES is a Registered Nurse Employee classified as a Director of Nursing or Care Manager who is regularly rostered over seven days of the week and regularly works on weekends.

33.6 Additional Leave

In addition to the annual leave prescribed in clause 33.4, a 'shiftworker' as defined herein will be entitled to an additional 1 week's annual leave. For the purpose of the NES and the additional week of annual leave provided for 'shiftworkers', a shiftworker is defined as:

- a) for Residential Employees (excluding nurses):
 - (i) an Employee who is regularly rostered and required to work their ordinary hours outside the span of 6:00am to 6:00pm Monday to Friday, and / or works for more than four ordinary hours on 10 or more weekends in that year of service

- b) for nurses (other than Directors of Nursing and Care Managers) – an Employee who, in the relevant year of service:
 - (i) is regularly rostered and required to work their ordinary hours of not less than four hours per shift on 10 or more weekend days; and/or
 - (ii) is regularly rostered over seven days of the week and regularly works on weekends.
- c) for Home Care and Community Employees – an Employee who, during the relevant year of service:
 - (i) works their ordinary hours of not less than four hours per shift on 10 or more weekend days; and/or
 - (ii) works at least eight 24-hour care shifts in accordance with clause 48.11g).

33.7 Public Holidays during annual leave

- a) Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 50– Public Holidays and if any such holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day the Employee is taken not to be on annual leave on that day.
- b) Notwithstanding the foregoing provisions, a shiftworker on a rotating roster (including a part-time shiftworker) shall have added to their period of annual leave one day for each statutory holiday mentioned in clause 50 - Public holidays, whether or not such holiday is observed on a day which, for that Employee would have been a rostered day off. **PROVIDED** that this shall not apply to a holiday which is observed on a Saturday or on a Sunday
- c) Notwithstanding any of the foregoing provisions, a part-time shiftworker whose place upon a roster does not rotate (by mutual agreement) shall only have their period of annual leave extended by the addition of one day for each Public holiday, upon which they are rostered to work.

33.8 Annual Leave on Ending Service

- a) An Employee is entitled to payment for untaken annual leave on termination of employment.
- b) The untaken annual leave, as accrued at the date of termination, is paid at the ordinary rate of pay at the time of termination.

33.9 Annual Leave Loading / Allowance

- a) During a period of annual leave, an Employee shall be paid an allowance by way of additional salary calculated on the Employee's ordinary pay:

- (i) 17½ per cent of the Employee's ordinary pay immediately prior to going on annual leave plus, where applicable, any all-purpose payment payable to the Employee concerned; or
 - (ii) in the case of an Employee required to work a roster (i.e. rostered Employees), the Employee shall, while on annual leave, receive the wages equivalent to that which the Employee would have received in accordance with their projected roster.
- b) For the purposes of clause 33.9a), "ordinary pay" means remuneration for the Employee's ordinary hours of work during the period over which paid annual leave is taken, calculated at the ordinary rate of pay.
 - c) **PROVIDED** that if an allowance of 17½ per cent in addition to the ordinary pay provides a greater monetary amount than the projected roster for a rostered Employee, then the Employee shall be entitled to the provisions of paragraph 33.9a)(i) above and not 33.9a)(ii).

33.10 Calculation of Continuous Service

- a) For the purpose of this clause, service shall be deemed continuous in accordance with Section 22 of the Act.

33.11 Employer Instigated Cancellation of Leave

- a) If, as a consequence of UA instigated cancellation of approved annual leave an Employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the Employee shall be entitled to recover such otherwise unrecoverable costs from the UA.
- b) **PROVIDED** that such claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.
- c) **PROVIDED FURTHER** that UA shall 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 an Employer instigated request to return to work during such a period of annual leave shall be entitled to redeem from UA 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 an Employer instigated request, shall be reccredited with one day's annual leave for each day or part thereof the Employee is deemed to be at work. The Employee shall be entitled to observe such additional reccredited day or days in addition to that unused portion of approved annual leave (which the Employee would have observed but for the interruption occasioned by his return to work) immediately upon the expiration of the period of duty for which the Employer recalled the Employee.
- h) **PROVIDED** that an Employee may elect to take the balance of unused leave and reccredited days at a later date.
- i) Any cancelation of approved annual leave instigated by the Employer under this clause must be by mutual agreement.

33.12 Excessive leave

- a) Where an Employee has accrued excessive annual leave (being equivalent to two years of annual leave accrual e.g., 8 weeks for a non shift worker Employee), the Employer may require the Employee to take such leave at a time directed by the Employer. Any such direction by the Employer for an Employee to take a period of annual leave must:
 - i. not occur until the Employer has met with the Employee and provided the Employee with an opportunity to submit a leave reduction plan;
 - ii. relate to a minimum period of leave of one week;
 - iii. provide at least 8 weeks' notice; and
 - iv. ensure the Employee maintains a balance of at least six weeks annual leave, unless otherwise agreed by the Employee.

33.13 Cashing out

The Employer and Employee may enter into a written agreement for the cashing out of a particular amount of annual leave, subject to the following:

- a) each cashing out of a particular amount of annual leave must be by a separate written agreement between the Employer and Employee;
- b) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- c) where there is an agreement to cash out annual leave, the Employer will pay the Employee the equivalent amount of pay that the Employee would have received had the Employee taken the leave.

34 PARENTAL LEAVE

Parental Leave is provided by the NES.

Employees may also seek parental leave in accordance with the Federal Government's Paid Parental Leave Scheme.

34.1 Paid parental leave entitlements

A full-time or part-time Employee who is eligible to take a period of parental leave in accordance with the NES, will be entitled to access one type of paid parental leave as below:

- a) an eligible Employee who will be the child's primary carer immediately following the birth or placement (in the case of adoption) of the child, is entitled to 15 weeks' paid primary carer leave at the ordinary rate of pay and based on the Employee's contracted hours;
- b) an eligible Employee who will not be the primary carer of the child immediately following the birth or placement (in the case of adoption) of the child, is entitled to two (2) weeks' paid partner leave at the ordinary rate of pay and based on the Employee's contracted hours.

At the Employee's election the period of paid primary carer / partner leave can be accessed at half pay. The Employee must make such election prior to the period of leave commencing.

The paid primary carer leave and any other paid leave that may be accessed by an Employee (such as annual leave or long service leave entitlements) will be counted as part of the Employee's entitlement to 52 weeks of unpaid parental leave under the NES.

34.2 Partner leave - birth / adoption of a child

In relation to partner leave, the period of paid leave must be taken within the first 3 months that their partner gives birth to a child or in relation to adoption, within the first 3 months of placement of the child. Any balance of this entitlement will lapse if not taken within this three month period. This provision applies pro rata for part time Employees.

34.3 Paid primary carer leave and paid partner leave in accordance with clauses 34.1 and 34.2 above will attract payment by the Employer of superannuation guarantee contributions at the applicable superannuation guarantee rate specified by the Superannuation Legislation.

34.4 Special parental leave

Full-time and part-time Employees with not less than 12 months' continuous service with UA are entitled to special parental leave in accordance with the following:

- a) Paid special parental leave

Where the pregnancy of an Employee not yet on parental leave ends after a period of gestation of at least 20 weeks there is an eligibility for

paid special parental leave of up to six (6) weeks, in accordance with the following:

- (i) the pregnancy results in a child that is not living;
- (ii) the paid leave is calculated at the Employee's ordinary rate of pay and based on the Employee's contracted hours;
- (iii) the balance of any special parental leave will be unpaid, or Employees may access paid sick leave or annual leave.

b) Unpaid special parental leave

- (i) An Employee is entitled to a period of unpaid special parental leave if the Employee is not fit for work during that period because the Employee has been pregnant, the pregnancy ends after a period of gestation of at least 12 weeks other than by the birth of a living child and the child is not stillborn (as defined in the Act), provided the taking of such leave is supported by a medical certificate from a registered medical practitioner. If the Employee has an entitlement to paid sick leave or annual leave, the Employee may take that leave instead of taking unpaid special maternity leave. For the purposes of this subclause, "unpaid special parental leave" is intended to reflect the entitlement in section 80 (Unpaid special maternity leave) of the Act.
- (ii) Where an Employee not then on parental leave suffers illness related to their pregnancy, the Employee may take any paid personal leave to which the Employee is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.

35 LONG SERVICE LEAVE

35.1 Entitlement

This clause is to be read in conjunction with the *Long Service Leave Act 1976 (Tasmania)*.

Employees may take long service leave after completing 10 years continuous service. The timing of taking this leave will be by mutual agreement between the Employer and Employee.

35.2 Employees who resign after completing 10 years of continuous service will be paid Long Service Leave.

35.3 Continuous service

For the purposes of this clause service shall be deemed to be continuous in accordance with the definition as provided in the Act.

35.4 Payment for period of leave

Payment to an Employee in respect of long service leave shall be made in one of the following ways:

- a) At the request of the Employee, in full in advance when the Employee commences their leave; or
- b) at the same time as payment would have been made if the Employee had remained on duty; or
- c) in any other way agreed between UA and the Employee.

35.5 Taking of leave

- a) When an Employee becomes entitled to long service leave such leave shall be taken within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed, or in default of agreement as is determined by a member of Fair Work Commission.
- b) Any long service leave shall be exclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- c) If UA and an Employee so agree:
 - 1. the first three months long service leave to which an Employee becomes entitled under this Agreement may be taken in two or three separate periods, with a minimum of 2 weeks per period, or 1 week when taken in conjunction with annual leave; and
 - 2. any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.

35.6 Pay increase during long service leave

Where an increase occurs in the ordinary rate of pay during any period of long service leave taken by the Employee, the Employee who has received payment for Long Services Leave in advance shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

35.7 Definitions

For the purposes of this Clause the following definitions apply:

‘Pay’

‘Pay’ means remuneration for an Employee’s normal weekly hours of work, including shift penalties, casual loadings and other allowances as defined in the Tasmanian Long Service Leave Act 1976, calculated at the Employee’s ordinary rate of pay provided in SCHEDULE A – PAY SCHEDULE at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee’s ordinary rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to an Employee during their period of leave and where a

deduction is made for the rental, such amount shall be deducted from the pay for the period of leave. Any period of long service leave to which a part-time Employee may be entitled shall be on a pro rata basis according to the number of hours the Employee worked on average over the past twelve months.

35.8 Requests for alterations to payment and quantum of leave

- a) At the request in writing of the Employee, and then by agreement of UA, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.
- b) Financial advice
Where the Employee is considering making such a request, UA recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- c) Tax indication
UA will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the Employee being finalised.

35.9 Transition to retirement

- a) In relation to an Employee who is transitioning to retirement, by agreement between the Employee and the Employer, the Employee may access long service leave as a pre-designed regular pattern of leave in conjunction with continued ongoing work. For example, an Employee could:
 - i. work one week / take one week accrued long service leave;
 - ii. work 3 days per week and take 2 days per week of accrued long service leaveuntil such time as the accrued leave is exhausted.
- b) Any long service leave taken in accordance with such an arrangement shall be:
 - i. subject to the Employee electing in writing to take long service leave in this manner and the Employer agreeing to allow the Employee to do so; and
 - ii. be based on a genuine phased retirement strategy whereby the employment will terminate at the end of the arrangement.
- c) A permanent Employee who is 60 years or older who plans to retire in the next 24 months and who wishes to reduce their contracted hours, can apply to preserve their accrued long service leave entitlement at the number of hours currently worked for a period of not greater than 24 months.

- d) In the event the Employee decides not to retire within 24 months, all future long service leave taken or paid out beyond that 24 month period is paid in accordance with the *Long Service Leave Act 1976* (Tasmania).

36 PERSONAL/CARER'S LEAVE

36.1 Eligibility

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees (except unpaid carer's leave).

36.2 Access to paid personal/carer's leave

Paid personal/carer's leave is available to an Employee, when they are absent:

- a) due to personal illness or injury; or
- b) for the purposes of caring for or supporting an immediate family or household member who requires the Employee's care or support because of a personal illness or injury, or due to an unexpected emergency.

36.3 Personal leave entitlement

- a) A full time Nursing Employee is entitled to the following paid personal leave:
 - i. 22 hours and 48 minutes; plus 12 hours and 40 minutes for each completed month of service, in the first year of service;
 - ii. 174 hours and 48 minutes per annum in the second and subsequent years of service.
- b) A full time Administrative Employee who works 37.5 hours per week, or an average of 37.5 hours per week in a fortnight or four week period, is entitled to the following paid personal leave:
 - i. 12 hours and 30 minutes for each completed month of service, in the first year of service;
 - ii. 150 hours per annum in the second and subsequent years of service.
- c) All other full time Employees (including full-time Administrative Employees who works 38 hours per week, or an average of 38 hours per week in a fortnight or four week period) are entitled to the following paid personal leave:
 - i. 12 hours and 40 minutes for each completed month of service, in the first year of service;
 - ii. 152 hours per annum in the second and subsequent years of service.
- d) Part-time Employees are entitled to the provisions contained in a) - c) on a pro rata basis for ordinary time worked.

e) Accrual of Personal Leave

Personal Leave shall accrue progressively according to an Employee's ordinary hours of work. The balance of Personal Leave entitlements which have not been taken in any year shall be cumulative from year to year.

36.4 Personal leave to care for or support an immediate family or household member

- a) An Employee is entitled to use personal leave to care for or support members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken in accordance with this clause is to be deducted from the amount of personal leave provided in this clause.

36.5 The Employee must establish by production of a medical certificate or statutory declaration in accordance with 36.8, that the leave is taken for the reason of an illness, injury or emergency of the person concerned and the person required care or support by the Employee.

36.6 Notice of leave

The Employee must, where practicable, give UA:

- a) notice prior to the absence of the intention to take leave,
- b) the name of the person requiring care or support and their relationship to the Employee,
- c) the reasons for taking such leave and
- d) the estimated length of absence.

If it is not practicable for the Employee to give prior notice of absence, the Employee must notify UA by telephone of such absence as soon as practicable (which may be at a time after the leave has started).

36.7 Personal Leave to Attend Appointment

Where an Employee is required to attend a registered health practitioner including but not limited to a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the Employee shall be granted out of personal leave entitlements leave of absence.

36.8 Evidence supporting claim

In the event of an Employee becoming ill or injured and certified as such by:

- a) a registered health practitioner; or
- b) on the production of a Statutory Declaration signed by the Employee on not more than three occasions (non accumulative) in any one year for a

maximum of three days per occasion (excluding the day before, the day of or the day after a public holiday),

the Employee shall be entitled to personal leave at their ordinary rate of pay. Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness, on not more than three occasions in any one year of service, excluding the day before, the day of or the day after a public holiday.

36.9 Notification

- a) Employees shall not be eligible for payment of sick leave or part thereof unless they comply with the notice requirements in this clause:
 - (i) An Employee must notify UA of their absence from duty on account of taking sick leave as soon as practicable and no later than 2 hours before the shift commences;
 - (ii) Where it is not practicable for the Employee to notify UA in accordance with subclause (i) above, the Employee must notify UA of their absence as soon as practicable and prior to their shift commencement time;
 - (iii) Where it is not practicable for the Employee to give notice of their absence to UA prior to their shift commencement time in accordance with (i) and (ii) above, the Employee must notify UA of their absence from duty as soon as practicable (which may be a time after the leave has started).
- b) Employees must advise UA of the period, or expected period, of the leave.
- c) When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by UA, establish by production of documentation acceptable to UA 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.
- d) Termination of Employment while on Personal Leave

UA shall not terminate the services of an Employee during the currency of any period of personal leave, with the object of avoiding obligations under this clause.

36.10 Unpaid carer's leave

An Employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

This entitlement to unpaid carer's leave also applies to casual Employees, subject to meeting the evidentiary and notice requirements in clause 36.6. A casual Employee will also be entitled to take unpaid carer's leave to provide care or support to a member of their immediate family or household who requires care or support due to the birth of a child. The Employer and the casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work on account of unpaid carer's leave. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

36.11 Illness during annual leave period

When an Employee becomes sick whilst on annual leave on a day or days which they would otherwise have worked, and immediately forwards to the Employer a certificate of a legally qualified medical practitioner, then the number of days specified in the certificate shall be deducted from any sick leave entitlement standing to the Employee's credit, and shall be re-credited to their annual leave entitlement.

36.12 Gastro outbreak

Where an Employee has exhausted their personal leave entitlements and contracts gastro during the course of their employment with UA, UA may grant ex-gratia paid leave of up to five (5) days per annum.

To be authorised as Gastro leave, the outbreak must be defined by the Tasmanian Communicable Diseases Unit, the facility is declared in "lock down", and the Employee must have attended work at the facility during the declared outbreak. Evidence satisfactory to UA must be supplied in accordance with the personal leave provision.

36.13 Re-engagement

UA will not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

36.14 Reproductive health and wellbeing

- a) For the purpose of this clause, "reproductive health matters" means In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services (for example, intrauterine insemination or hormone injections / replacements), or speciality appointments for conditions related to reproductive health matters that cause excessive pain or excessive bleeding where the Employee has been instructed not to work.
- b) A full-time or part-time Employee experiencing reproductive health matters will be entitled to use their accrued personal leave for the purpose of attending and recovering from specialty appointments and treatments.
- c) A full-time or part-time Employee with at least six months' continuous service with UA who is experiencing reproductive health matters which require specialist medical intervention, and who has exhausted their

accrued personal leave entitlements, will be entitled to access up to 2 days paid leave per anniversary year (non-cumulative) for the purpose of attending and recovering from specialty appointments and treatments. This leave is paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.

- d) Access to leave in accordance with clauses 36.14b) or 36.14c) (as applicable) is subject to the Employee:
 - (i) providing notice to UA as soon as reasonably practicable of their request to take the leave; and
 - (ii) providing a medical certificate certifying that the leave was for the purpose set out in this clause.

37 FAMILY AND DOMESTIC VIOLENCE LEAVE

37.1 For the purpose of this clause:

- a) **family and domestic violence** means violent, threatening or other abusive behaviour by a close relative of an Employee, or a member of the Employee's household, or a current or former intimate partner of an Employee, that seeks to coerce or control the Employee and that causes them harm or to be fearful;
- b) **close relative** of an Employee is another person who is:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- c) A reference to a spouse or de facto partner in the definition of close relative in clause (b)(i) includes a former spouse or de facto partner.

37.2 An Employee will have access to twenty (20) days per year of paid family and domestic violence leave (calculated at the Employee's full rate of pay as defined in the Act) if the Employee:

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence; and
- c) it is impractical for the Employee to do that thing outside their ordinary hours of work.

37.3 For casual Employees:

- a) the leave entitlement in clause 37.2 is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;
 - b) without limiting clause 36.3a), a casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
 - c) they may take a period of family and domestic violence leave in accordance with clause 37.2 that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- 37.4 A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- 37.5 The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
- 37.6 The reasons for which an Employee may take family and domestic violence leave include to recover from family and domestic violence, attend legal proceedings, counselling, accessing police services, appointments with a medical or legal practitioner and relocation and other activities related to or as a consequence of family and domestic violence. This leave entitlement is available in full at the start of each 12 month period of the Employee's employment and is non-cumulative from year to year.
- 37.7 An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started), must advise the Employer of the period, or expected period, of the leave.
- 37.8 To access paid and unpaid family and domestic violence leave, where requested, the Employee will provide UA with evidence that would satisfy a reasonable person substantiating the purpose(s) of the leave and that the leave is related to or as a consequence of family and domestic violence. Whilst UA may accept a variety of evidence in support of an application for leave, acceptable evidence will include an Apprehended Violence Order, Police Report, a document issued by a court or a family violence support service, or a signed statutory declaration. In collecting evidence in support of a leave application, to protect privacy, UA will only require evidence that established an Employee is experiencing family and domestic violence. It will therefore generally unnecessary to access significant detail related to the precise circumstances of the family and domestic violence.
- 37.9 Matters related to the family and domestic violence can be sensitive matters and therefore, information collected by UA associated with accessing leave will be managed in a sensitive manner and kept confidential. Provided further that nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

37.10 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, UA will approve any reasonable request from an Employee experiencing family violence for:

- a) temporary changes to their span of hours or pattern or hours and/or shift patterns;
- b) temporary job redesign or changes to duties;
- c) a change to their work telephone number or email address;
- d) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

37.11 Employees encountering circumstances of family and domestic violence are also encouraged to discuss other ways where UA may be able to assist them.

37.12 The time an Employee is on leave to deal with family and domestic violence, which is:

- a) paid leave – does count as service for all purposes;
- b) unpaid leave - does not count as service but does not break the Employee's continuity of service.

38 JURY SERVICE

Full time and part time Employees who are required for jury service will be reimbursed for the difference between their jury service pay and the rate of pay which would apply if they had worked their normal roster during the period of jury service.

An Employee shall notify UA as soon as possible of the date upon which the Employee is required to attend for jury service. Further the Employee shall give UA proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

39 COMPASSIONATE / BEREAVEMENT LEAVE

The provisions of this clause for paid leave apply to full-time and part-time Employees but do not apply to casual Employees. Casual Employees are entitled to the equivalent period as unpaid leave. The entitlements are subject to the provision of notice (as early as practicable) to UA and, where required, reasonable evidence.

39.1 Paid leave entitlement

An Employee shall on notice, on each occasion, be entitled:

- a) On the death or serious illness/injury of a member of their immediate family (except as provided for in subclauses 39.1b) and 39.1c) below), or a member of their household, to leave at the Employee's ordinary rate of pay for three days; or

- b) On the death or serious illness/injury of a mother, father or sibling, or on the serious illness/injury of a partner or child. to leave at the Employee's ordinary rate of pay for a period not exceeding the number of hours worked by the Employee in an ordinary week, or the entitlement in sub-clause a) whichever is greater, provided that no payment shall be made in respect of an Employee's rostered days off; or
- c) On the death of a partner or child, to leave at the Employee's ordinary rate of pay for five days.
- d) Where the Employee or the Employee's spouse or de facto partner has a miscarriage (as defined in the Act) – three (3) days at the Employee's ordinary rate of pay for their ordinary hours of work on such days, provided that no payment shall be made in respect of an Employee's rostered day/s off.
- e) On the stillbirth (as defined in the Act) of a child where the child would have been a member of the Employee's immediate family or household – three (3) days at the Employee's ordinary rate of pay for their ordinary hours of work on such days, provided that no payment shall be made in respect of an Employee's rostered day/s off.
- f) On the death or serious illness/injury of a member of their immediate family, where an Employee is required to travel internationally, the Employee will be entitled to 5 days paid compassionate leave at the Employee's ordinary rate of pay. The Employee will be required to furnish evidence to the satisfaction of the UA.
- g) An Employee may take compassionate leave for a particular permissible occasion as:
 - 1. a single period; or
 - 2. two separate periods; or
 - 3. any other periods agreed by UA and the Employee

In addition to clauses 39.1 b) and 39.1c), on the death of a mother, father, partner, sibling or child to a period of up to 3 consecutive days paid personal leave provided that the Employee notifies UA in advance of the leave to be taken and provides a statutory declaration.

39.2 Unpaid compassionate/bereavement leave

An Employee may take unpaid compassionate/ bereavement leave by agreement with the Employer.

40 EMERGENCY SERVICES LEAVE

In addition to the entitlements as provided for in the NES, and as part of its commitment to the wider community, Uniting AgeWell may grant leave (with or without pay) to any Employee who is called upon as a member of a State Emergency Service,

Tasmania Fire Services, Defence Reserve, Search and Rescue Unit, or other similar volunteer service, in the event of a civil emergency or disaster.

40.1 Scope

In addition to the unpaid community service leave entitlement under the NES, paid Emergency Services Leave may be approved in the following circumstances:

- a) the Employee is a member of an emergency service organisation or other volunteer service performing similar functions; and
- b) there has been an official request for the Employee to assist in the emergency/disaster; and
- c) the Employee ensures that their manager is informed as early as possible of the reason for the absence and its likely length; and
- d) the manager can reasonably release the Employee from duty to assist in responding to the emergency/disaster.

40.2 Conditions of leave

- a) In the event of an emergency or disaster, UA may provide up to three (3) days' paid Emergency Services Leave on each occasion.
- b) Where the emergency/disaster is likely to require attendance for more than three (3) days, and depending on individual circumstances the Employee may request approval of annual leave, carer's leave or unpaid leave. Special paid leave may be considered in extenuating circumstances and must be approved by the General Manager Human Resources or Executive Director.
- c) Where the Employee is required to attend the emergency/ disaster for more than three days, the Employee must provide written confirmation of this on return to work.
- d) Should the emergency/disaster occur when the Employee is already on a period of other approved leave or public holiday, the Employee will not be eligible to convert such leave to Emergency Services Leave.
- e) An Employee on Sick Leave or with an active workers' compensation claim will not be eligible for Emergency Services Leave.

40.3 Procedure

UA recognises the Employee's need to respond quickly in the event of an emergency or disaster. Accordingly, UA does not require any information at this time other than advice to the manager, or supervisor (in the absence of the manager), that the Employee is leaving to attend an emergency/disaster.

If the nature and timing of the emergency prevent staff from coming to work, they must advise their manager of their involvement at the first reasonable opportunity.

Leave forms must be made completed and submitted as soon as possible following the Employee's return to work

41 CEREMONIAL LEAVE

- 41.1 An Employee who is an aboriginal or Torres Strait islander, or is a member of another culture or religion will be entitled to up to three (3) working days' paid leave and seven (7) working days' unpaid leave in any one calendar year:
- a) for the purpose of observation of religious occasions; OR
 - b) where there is a cultural day of significance to the Employee.
- 41.2 The paid leave does not accumulate from year to year, is available to full-time and part-time Employees only and is payable at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the paid leave is taken. For casual Employees, the ceremonial leave entitlement is up to 10 working days' unpaid leave in any one calendar year.
- 41.3 A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- 41.4 Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies; or, for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Observation Committee Week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.
- 41.5 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.
- 41.6 An Employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

SECTION G - WORK ARRANGEMENTS AND HOURS OF WORK

42 NOTIFICATION OF CLASSIFICATION

The Employer shall notify each Employee in writing:

42.1 of their classification and terms of employment on commencement; or

42.2 of any alteration to the Employee's classification in writing not later than the operative day of such alteration.

43 REVIEW OF CONTRACTED HOURS

Where a part-time Employee is regularly working more than their specified contracted hours the Employee, by making a request in writing to the Employer, subject to the operational requirements of the services, will have their roster fixed and contract amended. The Employer will take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

43.1 If the increased hours is as a direct result of an Employee being absent on leave, such as annual leave, long service leave, parental leave, workers compensation, or

43.2 If the increase in hours is due to a temporary increase in hours only due to, for example to the specific needs of a resident.

44 EMPLOYMENT TYPES

Employees may be appointed to full-time, part-time, casual, temporary or fixed term positions. For full time and part time permanent Employees, a probationary period will apply in accordance with UA policy (which is not incorporated into and does not form part of this Agreement).

44.1 Full-Time Employment

A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 37.5 or 38 hours as per clause 48, at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by UA.

Subject to the provisions of clause 48 such Employee shall be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week. Provided that this does not apply in the case of unpaid leave or unauthorised absences.

44.2 Part-Time Employment

a) Regular Pattern of Work

Before commencing employment, the Employer and the part-time Employee will agree in writing on:

- i. the span of hours that the Employee may be rostered within a fortnight. The span of hours shall include which shifts the Employee may be rostered to work; and

- ii. the days of the week the Employee may be rostered to work within a fortnight; and
- iii. the agreed minimum number of contracted hours to be worked per fortnight.

The agreement in writing prescribed in this subclause 44.2a) may only be changed with the Employee's further agreement in writing.

- b) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis of more than 8 hours but not exceeding an average 38 hours in any one week (or 76 in a fortnight) provided that the number of hours worked may vary from week to week by mutual agreement. Part time employees shall be paid per hour worked an amount equal to the ordinary rate of pay appropriate to the Employee's classification, provided that the terms of clause 48.6 - Special rates for Saturdays and Sundays and clause 55- Shift work will also apply to part-time Employees.
- c) Payment in respect of any period of paid annual leave, personal and carer's leave (where an Employee has accumulated an entitlement) and bereavement or compassionate leave shall be made according to the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- d) Part-time Employees have a right to have a guaranteed regular pattern of work which sets out the number of hours to be worked each week, the days of the week on which the Employee, and the starting and finishing times each day. The further details in relation to this right are set out in subclauses 44.2f) to 44.2i).
- e) If, on commencement of employment, a part-time Employee elects to exercise their right to a guaranteed regular pattern of work, then subclauses 44.2f) to 44.2h) will apply in lieu of subclause 44.2a).
- f) UA and the part-time Employee will agree in writing on:
 - (i) a regular pattern of work including the number of hours to be worked each week; and
 - (ii) the days of the week the Employee will work and the starting and finishing times each day.
- g) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week.
- h) The agreement may be varied by agreement between UA and the Employee in writing (which may be by electronic means), and a variation may be made on a permanent or temporary basis, as agreed.
- i) If, on commencement of employment, subclause 44.2f) does not apply then subclause 44.2a) will apply to the part-time Employee.

- j) UA and a part-time Employee may, at any time during the employment relationship, enter into an agreement to change from a guaranteed regular pattern of work in accordance with subclause 44.2f) above, to a more flexible arrangement in accordance with subclause 44.2a), or vice versa. No duress or undue influence may be applied to secure such an agreement. Any such agreement must be recorded in writing and signed by the part-time Employee and UA.

44.3 Casual Employment

- a) A casual Employee is one who is engaged as such.
- b) Casual Employees' terms of engagement shall be by the hour and (they shall be provided with minimum hours for each shift as follows, or, alternatively, paid the relevant minimum amount on each occasion they are required to attend for work (excluding in the case of compulsory meetings, training and e-learning as set out in clause 31):

Nurses	2 hours
Residential (non-Nursing)	2 hours
Home Care Employees	2 hours
Community Employees when undertaking disability services work	2 hours
Community Employees (except when undertaking disability services work)	3 hours

- c) Except where stated otherwise, a casual Employee shall be paid per ordinary hour worked an amount equal to the ordinary rate of pay appropriate to the class of work performed plus a casual loading of 25%. The casual loading is paid in lieu of annual leave, paid personal/carer's leave, paid absences on public holidays and other NES entitlements that apply to permanent Employees only.
- d) In addition, a casual Employee shall be entitled to receive the appropriate allowances prescribed herein.
- e) Allowances prescribed by this Agreement other than higher duties allowance, certificate and/or diploma allowance shall not be taken into account in the compilation of overtime and penalty rates prescribed herein.
- f) Clauses of this Agreement pertaining to Annual Leave, paid Personal / Carer's Leave, paid Compassionate Leave and Termination of Employment, shall not apply in the case of a casual Employee.

44.4 Casual Conversion

- a) A casual Employee may have a pathway to permanent employment by way of written notification to the Employer in accordance with this clause and the NES.
 - (i) believes they no longer meet the definition of a casual Employee (as defined in the Act);
 - (ii) is not in dispute with the Employer about their status as a casual Employee under the Act;
 - (iii) has been employed by the Employer for a period of at least 6 months; and
 - (iv) has not, in the last 6 months prior to the written notification being given, received a response from the Employer under section 66AAC of the Act not accepting a previous notification made under this section; or had a dispute with the Employer relating to the operation of Division 4A of Part 2-2 of the Act resolved under sections 66M or 739 of the Act.
- b) The Employer must give the Employee a written response to a written notification (given in accordance with the Act) within 21 days after the notification is given to the Employer. The information that must be included in the response, the obligation to consult with the Employee and the grounds for non-acceptance of the notification are set out in the Act.
- c) Where the Employer accepts the notification, the Employee is taken to be a full-time or part-time Employee (as the case may be) beginning on the day specified in the response (being the first day of the Employee's first full pay period that starts after the day the Employer response is given – unless the Employee and Employer agree to another day).
- d) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 65, Dispute Resolution Procedure in this Agreement.
- e) The further details of casual conversion will be in accordance with the NES and subject to any transitional arrangements prescribed in the Act.
- f) Hours worked by the casual Employee that are as a direct result of an employee being absent on leave, such as annual leave, long service leave, parental leave, workers compensation, or are due to a temporary increase in hours only due to, for example to the specific needs of a resident, shall not be incorporated to any adjustment made.

45 TEMPORARY OR FIXED TERM CONTRACTS

- 45.1 Temporary or fixed term employment will only be used for genuine temporary or fixed term arrangements.
- 45.2 Genuine temporary or fixed term arrangements' include, but are not limited to, employment in graduate Nurse positions, replacement of Employees on parental

leave, long term Work Cover, long service leave, employment in special projects, re-fresher courses, supervised practice for re-registration and post-graduate training.

46 CONTRACT OF EMPLOYMENT

- 46.1 Casual Employees shall be deemed to be employed by the hour.
- 46.2 An Employee, on engagement, shall be classified in accordance with the classification definitions contained in this Agreement.
- 46.3 An Employee (other than a casual Employee) is entitled to be paid in respect of any fortnight, their normal fortnightly wage, including overtime and other penalty rates, if any, if:
- a) due to the act, default or order of an Employer, the Employee does not work for the minimum number of ordinary working hours specified in this Agreement (in the case of a full-time Employee) or the minimum number of ordinary working hours which the Employee is contracted to work (in the case of part-time Employee); and
 - b) the Employee is ready, willing and able to work during those ordinary working hours (specified in paragraph a) of this subclause) in that fortnight.
- 46.4 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.
- 46.5 This provision should not deny such Employee any entitlement which might be applicable for performing work at a higher classification; nor should the provision enable the Employer to pay an Employee at a rate lower than the substantive classification for performing work of a lower classification.
- 46.6 Clause 46.3 will operate subject to the application of the make-up time provisions in clause 51.4 below for Home Care Employees.

47 PROBATION

- 47.1 Employees shall be subject to a probation period of three months from the date the employment commences,
- 47.2 Employees will be advised of the probation period prior to commencing employment.
- 47.3 During the probation period, employment may be terminated by either party with the provision of one week's notice.
- 47.4 The probation period may be extended at any time during the probation period to a maximum of six months from the date of commencement, with notification to be provided to the Employee in writing.

48 HOURS OF WORK

48.1 Hours for an Ordinary Week's Work

48.2 The hours for an ordinary week's work for all full-time Employees shall be 38, or be an average 38 per week in a fortnight and shall be worked either:

- a) in a week of five days in shifts of not more than eight hours each; or
- b) by mutual agreement in a week of four days in shifts of not more than 10 hours each: or
- c) by mutual agreement, provided that the length of any ordinary shift shall not exceed eight hours (exclusive of meal breaks) for day shifts and afternoon shifts, and 10 hours (exclusive of meal breaks) for night shifts, or
- d) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each.

48.3 Notwithstanding clause 48.2, by mutual agreement the hours for an ordinary week's work for full-time Administrative Employees may be 37.5, or an average 37.5 per week in a fortnight, to be worked in a week of five days in shifts of not more than eight hours each. Clause 48.2 will not apply to full-time Administrative Employees who were employed immediately prior to the commencement of this Agreement and whose hours for an ordinary week's work were 37.5 per week, or an average 37.5 per week in a fortnight.

48.4 Day workers - work performed outside normal spread of hours (overtime)

- a) Day Worker Employees who perform work outside the spread of hours of 6:00am to 6:00pm Monday to Friday (or outside the spread of 6:00am to 7:00pm Monday to Friday for a Home Care and Community Employee), shall receive penalty rates as follows, calculated on the ordinary rate of pay and which incorporate the casual loading in the case of a casual Day Worker Employee:

Day	Full-Time / Part-Time	Casual
Monday to Friday	150% for the first two hours; 200% thereafter	187.5% for the first two hours; 250% thereafter
Saturday and Sunday	200%	250%
Public Holidays	250%	312.5%

48.5 Rostered Employees

- a) Employees may be worked in accordance with a roster, subject to Clause 51- Roster.

- b) PROVIDED that any Employee required to work ordinary hours outside the spread of hours specified for a day worker, shall be worked in accordance with a roster.
- c) Where a full-time Employee is required to work in accordance with a roster, the ordinary hours of work for that Employee shall not exceed:
 - i. 8 in any one day, or up to 10 hours by agreement; nor
 - ii. 48 in any one week where the ordinary hours of work are balanced over a fortnight; nor
 - iii. 152 in any 28 day accounting period.
- d) Where a part-time shift worker is required to work in accordance with a roster, the ordinary hours of work for that Employee shall not exceed:
 - i. 8 in any one day, or up to 10 hours by agreement; or
 - ii. 76 in any fortnight.
- e) Subject to the following conditions rostered Employees shall work at such times as the Employer may require:
 - (i) an ordinary shift shall consist of not more than eight hours for a day shift and afternoon shift, or 10 hours for a night shift;
 - (ii) an Employee shall not be required to start an ordinary shift unless there is a break of at least ten hours from their previous ordinary shift, provided that by mutual agreement the break may be reduced to not less than:
 - (1) 9 hours for a Nurse;
 - (2) 8 hours for an Aged Care Employee; and
 - (3) 8 hours for a Home Care and Community Employee where the break is between the end of a shift and the commencement of a shift contiguous with the start of a sleepover, or between a shift commencing after the end of a shift contiguous with a sleepover.
 - (iii) by arrangement with the Employees an unpaid meal break shall be allowed on each day or shift that is longer than 5 hours or six hours by agreement, of a duration of not less than 30 minutes and not more than 60 minutes.
- f) Provided further that by mutual agreement between a representative of the Employer concerned and a majority of the Employees concerned within a particular ward or area, the ordinary hours of work may be extended to up to 10 per day (on night shift only for Nurses) to be paid for at the appropriate shift rate.

48.6 Saturday And Sunday Work – Rostered Employees

48.7 Saturday Work

Rostered Employees for working ordinary hours, the major portion of which falls on a Saturday, shall be paid at the following rates, calculated on the ordinary rate of pay and which incorporate the casual loading in the case of a casual Employee for all hours worked on such day:

Employee type	Rate
Full-Time / Part-Time Rostered Employees (all classifications)	150%
Casual Rostered Employees (nursing classifications)	187.5%
Casual Rostered Employees (non-nursing classifications)	175%

48.8 Sunday Work

Rostered Employees for working ordinary hours, the major portion of which falls on a Sunday, shall be paid at the following rates, calculated on the ordinary rate of pay and which incorporate the casual loading in the case of a casual Employee for all hours worked on such day:

Employee type	Rate
Full-Time / Part-Time Rostered Employees (all classifications)	200%
Casual Rostered Employees (nursing classifications)	250%
Casual Rostered Employees (non-nursing classifications)	225%

48.9 Where work commences between 11.00pm and midnight on a Sunday, the time so worked before midnight shall not entitle the Employee to the Sunday rate provided that the time worked by an Employee on a shift commencing before midnight on a Saturday and extending into Sunday, the time worked before midnight shall be regarded as time worked on Sunday.

48.10 The rates in clauses 48.7 and 48.8 above shall be in substitution for and not cumulative upon the shift work loadings described in Clause 55- Shift work

48.11 Home Care and Community Employees only

a) Ordinary hours of work

Ordinary hours of work for day worker Home Care and Community Employees shall be between 6.00am and 7.00pm Monday to Friday.

Any engagement, regardless of length of time commencing on or after 8:30pm will attract a payment of one (1) additional hour.

The hours of work may fluctuate depending on client needs, and part-time Employees who have their hours reduced due to the changing needs of clients will be given preference for additional hours as they become available, provided further that if a part-time Employee's hours are reduced due to the changing needs of clients, the part-time Employee will remain entitled to receive payment for their minimum number of contracted hours (as agreed to in accordance with subclause 44.2a)iii of the Agreement. The Employer will endeavour to allocate additional hours within a reasonable distance to the Employee's existing clients or the Employee's home, however, primary consideration in the allocation of hours shall be the specific needs of the client and the Employee possessing the appropriate skills to care for that client.

b) Engagement – definition

An engagement or block is defined as visiting one or more clients in succession, in accordance with clause 48.10.

c) Travel time between clients and shift blocks – Community Employees when undertaking disability services work, and Home Care Employees

Due to the nature of work, broken shifts may be allocated to part-time and casual Community Employees when undertaking disability services work, and part-time and casual Home Care Employees in accordance with the following;

- i. a maximum of **3** blocks per day; and
- ii. a minimum of two (2) hours of work, or minimum payment of 2 hours, per block; and
- iii. a minimum of one (1) hour between each block; and
- iv. starts and finishes within a 12 hour period; and
- v. time between clients within a block is considered time worked; and
- vi. appropriate breaks are allocated; and
- vii. is paid at the ordinary rate of pay with shift penalties being determined by the finishing time of the broken shift, provided that all time worked in excess of 8 hours will be overtime and paid in accordance with the overtime provisions; and
- viii. an Employee will receive a minimum break of 10 hours between broken shifts rostered on successive days; and
- ix. where an Employee is rostered to work a broken shift with 2 blocks in which there are two periods of work with 1 unpaid break (other than a meal break), the Employee will be entitled to a broken shift allowance of \$20.12 per such broken shift worked; and

- x. where an Employee is rostered to work a broken shift with 3 blocks in which there are three periods of work with 2 unpaid breaks (other than a meal break), the Employee will be entitled to a broken shift allowance of \$26.63 per such broken shift worked; and
- xi. where a break between blocks falls within a minimum payment period in accordance with subclause ii above, then the portion falling within the minimum payment period is to be counted as time worked and does not constitute a break in a shift for the purposes of subclauses ix and x above; and
- xii. a broken shift with 3 blocks in which there are three periods of work with 2 unpaid breaks (other than a meal break) may only be worked by agreement between the Employer and the Employee.

A block is a single client or consecutive group of clients, and includes travel time between clients within the group.

- d) Employees who use their own car for attending clients can continue to claim for kilometres travelled between clients within a block.
- e) Sleepovers (Home Care Employees only)
 - i. A sleepover means when the Employer requires a Home Care Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care) and is not an excursion pursuant to clause f) or a 24-hour care shift pursuant to g).
 - ii. The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
 - iii. The Employee will be entitled to a sleepover allowance in accordance with Schedule A for each night on which they sleepover.
 - iv. In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
 - v. An Employer may roster an Employee to perform work immediately before and/or immediately after the sleepover period, but must roster the Employee or pay the Employee for at least four hours' work for at least one of these periods of work. The payment prescribed by subclause iii above, will be in addition to the minimum payment prescribed by this subclause.

- vi. An Employee given one week's notice of a change in roster where the change involves the Employee performing a sleepover, may refuse such sleepover but only with reasonable cause.

f) Excursions (Home Care Employees only)

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

Monday to Friday excursions

- i. Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
- ii. The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.
- iii. Payment of sleepover allowance in accordance with the provision of sub-clause e).

Weekend excursions

- iv. Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.
- v. For clarity, any work performed on a weekend excursion will attract the applicable weekend penalty rate in clause 48.6 up to a maximum of 10 hours per day. Beyond 10 hours per day, overtime penalty rates will apply.

g) 24-hour care shifts (Home Care Employees only)

- i. A **24-hour care** shift requires a Home Care Employee to be available for duty in a client's home for a 24 hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than 8 hours of care during this period. Subject to prior approval from the Employer, an Employee may undertake more than 8 hours of care during such period and will be paid for such time in excess of 8 hours of care at the overtime penalty rate prescribed in clause 49.3.
- ii. The Employer may only require an Employee to work a 24-hour care shift by agreement.
- iii. The Employee will normally have the opportunity to sleep during a 24-hour care shift and, where appropriate, a bed in a private room will be provided for the Employee.

- iv. The Employee engaged in a 24-hour care shift will be paid 8 hours' work at 155% of their appropriate rate for each 24 hour period.
- v. An Employee may refuse to work more than 8 hours' work during a 24 hour care shift in circumstances where the requirement to work those additional hours is unreasonable.

h) Remote work

- (i) Remote Work means the performance of work by a Home Care and Community Employee at the direction of, or with the authorisation of, the Employer that is:
 - (A) not part of their rostered ordinary hours of work (or, in the case of casual Employees, not a designated shift); and
 - (B) not additional hours worked by a part-time Employee at the ordinary rate of pay or overtime contiguous with a rostered shift; and
 - (C) not required to be performed at a designated workplace;
 - (D) not attendances / participation in compulsory meetings, training or e-learning (see clause 31); and
 - (E) not work performed when on call (see clause 27).
- (ii) Where an Employee performs Remote Work, they will be paid a minimum of 1 hour's pay for the time spent performing Remote Work. Any time worked continuously beyond one hour will be rounded up to the nearest 15 minutes and paid accordingly.
- (iii) Where multiple instances of Remote Work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- (iv) Subject to an Employee's compliance with subclause (vi) below, Remote Work will be paid at the Employee's ordinary rate of pay unless one of the following exceptions applies in which case the corresponding rate, calculated on the ordinary rate of pay, will be payable:

Exception	Full-Time / Part-Time	Casual
Remote Work performed outside the span of 6am-8pm	150% for the first two hours and 200% thereafter	175% for the first two hours and 225% thereafter

Remote Work performed in excess of 76 hours per fortnight	The applicable overtime rate prescribed in clause 49.3	
Remote Work performed in excess of 10 hours per day	150% for the first two hours and 200% thereafter	175% for the first two hours and 225% thereafter
Remote Work performed on a Saturday	150%	175%
Remote Work performed on a Sunday	200%	225%
Remote Work performed on a public holiday	250%	275%

- (v) The rates of pay in subclause (iv) above are in substitution for and not cumulative upon the penalty rates prescribed for weekends, overtime, shift work and public holidays.
- (vi) An Employee who performs Remote Work must maintain and provide to the Employer a time record specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the Employer within a reasonable period of time after the Remote Work is performed.
- (vii) Where Remote Work is performed:
 - (A) Minimum engagement and minimum payment (other than in subclause ii above) provisions of this Agreement do not apply;
 - (B) It will not count as work or overtime for the purposes of rostered days off, rest breaks between rostered work, rest periods after overtime and rest breaks during overtime.

48.12 Documentation –Home Care Employees

Where it is agreed that a Home Care Employee is required to return to the office to update client records outside their rostered ordinary hours, then the Employee will receive a minimum payment of one (1) hour at the ordinary rate of pay.

48.13 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) Provided that where handover time is greater than 45 minutes per day no extra payments will be made in excess of 45 minutes.

48.14 Broken shifts – Aged Care Employees

- a) With respect to broken shifts: – Aged Care Employees
- b) Broken shift for the purposes of this clause means a shift worked by a casual or permanent part-time Aged Care Employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours. Each portion of the shift will be a minimum of 2 hours of work.
- c) A broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift.
- d) Payment for a broken shift will be at the ordinary rate of pay with penalty rates and shift allowances in accordance with clauses 49—Overtime penalty rates and 55—Shift work, with shift allowances being determined by the finishing time of the broken shift and payable on all hours of the broken shift.
- e) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- f) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

49 OVERTIME

49.1 Requirement to work reasonable overtime

- a) Subject to b) an 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:
 1. Any risk to Employee health and safety;
 2. The Employee's personal circumstances including any family responsibilities;
 3. The needs of the workplace or enterprise;

4. The notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
5. Any other relevant matter, including as set out in section 62(3) of the Act.

49.2 No overtime shall be worked without the prior approval of the Employer. For the purpose of this clause, overtime will be authorised where the Employee has performed the overtime due to a demonstrable clinical need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance.

49.3 Payment for working overtime

For all time worked in excess of 8 hours on a Day Shift or Afternoon Shift, or 10 hours on a Night Shift, or 76 hours in a fortnight the following payments shall be made, calculated on the ordinary rate of pay and incorporating the casual loading in the case of a casual Employee:

Day	Full-Time / Part-Time Shift Workers	Casual Shift Workers	Full-Time / Part-Time Day Workers	Casual Day Workers
Monday to Friday	200%	250%	150% for the first two hours, and 200% thereafter	187.5% for the first two hours, and 250% thereafter
Saturday	200%	250%	200%	250%
Sunday	200%	250%	200%	250%
Public Holiday	250%	312.5%	250%	312.5%

49.4 Directors of Nursing

- a) Directors of Nursing shall not be entitled to receive payment for overtime.
- b) Provided always that where, in the opinion of the Employer the circumstances so require, Directors of Nursing who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Nursing shall be entitled to receive overtime payment at the maximum overtime rate applicable to an Employee classified as a Registered Nurse for all time worked on such nursing duties.

49.5 Rest periods - affected by overtime (including Saturdays and Sundays)

- a) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten 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 their last previously rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have had at least ten hours

continuously off duty between those times, shall subject to this sub-clause, be released after completion of such overtime worked until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

- c) If on the instructions of UA such an Employee resumes or continues work without having had such eight hours continuously off duty they shall be paid at the rate of double time the ordinary rate of pay until they are released from duty for such rest period and they shall be entitled to be absent until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

49.6 Time in lieu of overtime

- a) In lieu of receiving payment for overtime worked in accordance with this Clause, Employees may, with the consent of UA, be allowed to take time off, for a period of time equivalent to the overtime penalty incurred (i.e., one hour of overtime worked where the applicable overtime penalty is 200% of the ordinary rate of pay, equates to 2 hours of time in lieu). Such time in lieu shall be taken as mutually agreed between UA and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period.
- b) Where such accrued time has not been taken within the 28 day period or on termination of employment for any reason, or at the request of the Employee, such time shall be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked. Where payment is requested by the Employee, it will be paid in the next pay period following the request.

49.7 Calculating overtime

For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

50 PUBLIC HOLIDAYS

50.1 Entitlement

The following days are observed public holidays:

- a) New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day; and
- b) The following days, as prescribed in Tasmania and its localities: Australia Day, Anzac Day, King's Birthday and Eight Hours' Day; and
- c) Hobart Regatta Day (South of Oatlands), Show Day, and Recreation Day in those areas where Hobart Regatta Day is not observed, or

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

50.2 An Employee is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Employee is based for work purposes. In such circumstances, the Employee (other than a casual Employee), when absent on the public holiday, is entitled to payment at their ordinary rate of pay for their ordinary hours of work which would have otherwise been worked on that day. Notwithstanding, the Employer may reasonably request an Employee to work on a public holiday – refer to clause 50.6.

50.3 Payment

- a) Payment for holidays taken and not required to be worked shall be at the ordinary rate of pay for the Employee's ordinary hours of work on that day.
- b) An Employee (including a casual Employee) who is required to be on duty, and works, on a day referred to in clause 50.1 above shall be entitled to be paid 250% of the ordinary rate of pay, provided that in the case a casual Aged Care Employee the applicable rate will be 275% of the ordinary rate of pay.

Provided that such rate shall be in substitution for and not in addition to any roster or casual loadings.

Provided further that Employees who, prior to 8 November 2019, receives holiday leave in lieu of being paid the public holiday rate, shall be paid the ordinary rate of pay for each hour worked plus a roster loading of 15 per cent, and shall not receive an additional payment for ordinary hours of work performed on a public holiday.

50.4 Where work commences between 11.00pm and midnight on a holiday above, the time so worked before midnight shall not entitle the Employee to the amount prescribed in subclause 50.3b).

50.5 **PROVIDED** that the time worked by an Employee before midnight on a day preceding a holiday mentioned in this clause and extending into such holiday the time worked before midnight shall be regarded as time worked on a holiday

50.6 Provided that the Employer may reasonably request an Employee to work a public holiday. An Employee will be rostered (and therefore required) to work a public holiday if the Employer's request is reasonable and any refusal by the Employee to the Employer's request is unreasonable. Employees rostered to work on public holidays and who fail to do so shall not be entitled to any payment for the said holiday not worked. This clause does not limit the application of personal / carer's leave, compassionate leave or family and domestic violence leave in accordance with the relevant provisions.

50.7 An Employee required to work on any of the holidays mentioned in 50.1, where such holiday applies at their normal place of work but because their duties require

the Employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to their annual leave entitlement.

50.8 Part-time Employees

In accordance with section 116 of the Act, a part-time Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday.

50.9 Public Holiday Substitution

- a) UA and an Employee may agree to substitute another day for a day that would otherwise be a public holiday under this clause, such agreement to be recorded in writing.
- b) UA and an Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under this clause, such agreement to be recorded in writing.
- c) UA and an Employee may agree to substitution of a public holiday to enable attendance at NAIDOC events on an individual basis subject to operational requirements.

51 ROSTER

51.1 A roster established in accordance with this clause, shall:

- a) clearly set out the names, days, dates and ordinary hours during which each Employee is required to attend for duty;
- b) not require an Employee to work more than eight ordinary hours each day, or up to 10 ordinary hours by agreement;
- c) provide for not more than eight days to be worked in any nine consecutive days;
- d) not be changed until after four weeks' notice or in the case of an individual Employee shall not be changed except on one week's notice of such change or the payment of two weeks' pay in lieu of notice in accordance with the Employee's previous roster, provided that a roster may be changed at any time by mutual agreement;
- e) provide for a minimum of two consecutive days off each week except where, by mutual agreement between the Employer, the Employee(s) concerned, alternative arrangements are made;
- f) clearly stipulate a 28 day accounting period.
- g) Where a part-time Employee engaged as a rostered Employee is instructed to work additional shifts or additional hours outside the roster, they shall be entitled to overtime payments in accordance with Clause 49 for such hours. However a part-time Employee engaged as a rostered Employee, who agrees to work additional shifts or additional hours

outside the roster shall not attract overtime penalties (but will attract applicable roster loading, Saturday, Sunday and Public Holiday with Pay penalty), provided that any time worked in excess of 8 ordinary hours on a Day Shift or Afternoon Shift, or 10 ordinary hours on a Night Shift, or beyond 76 ordinary hours per fortnight, shall be paid at overtime rates in accordance with clause 49.3 above.

51.2 Notwithstanding any other provision of this Agreement, this clause shall not apply to casual Employees, Directors of Nursing or Deputy Directors of Nursing (however titled).

51.3 Notice of roster

Permanent part-time and casual Employees in a residential facility shall be given as much notice as possible of additional available shifts.

51.4 Client and shift cancellation

- a) Cancellation of shift/block – minimum notice and make-up time arrangements for Home Care Employees
 - i. This clause applies where a client cancels or reschedules the rostered home care service within 7 days of the scheduled service which a full-time or part-time Employee was rostered to provide.
 - ii. Where a service is cancelled or rescheduled in accordance with subclause a)i above, UA may either:
 - (1) direct the Employee to perform other work (including training such as e-learning) during those hours in which they were rostered; or
 - (2) cancel the rostered shift or the affected part of the shift.
 - iii. Where subclause a)ii(1) applies, the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
 - iv. Where subclause a)ii(2) applies, and the Employee is given less than 12 hours' notice of the cancelled shift (or part thereof), the Employer must pay the Employee the amount they would have received had the shift or part of the shift not been cancelled.
 - v. Where subclause a)ii(2) applies, and the Employee is given at least 12 hours' notice of the cancelled shift (or part thereof), the Employer may elect to either:
 - (1) pay the Employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - (2) provide the Employee with make-up time in accordance with subclause vi below.
 - vi. Where make-up time is provided:
 - (1) The make-up time must be worked within 6 weeks of the date of the cancelled or rescheduled service;

- (2) The make-up time may be made up working with other clients or in other areas of the Employer's business providing the Employee has the skill and competence to perform the work, and/or completing training including e-learning;
- (3) the Employer must provide the Employee with at least 7 days' notice of the make-up time, or a lesser period by agreement with the Employee;
- (4) an Employee who works make-up time will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed as part of the make-up time, whichever is the greater.

51.5 Cancellation of shifts – childcare costs

A casual or permanent part time Employee who has their shift cancelled and is not provided with notice of the cancellation by 5.00 pm the day prior, and is unable to be redeployed to an alternative program, and who has incurred child care fees as a result, shall on presentation of receipts to the Employer, be entitled to a full reimbursement of these child care costs provided that the claim for reimbursement must be made to the Employer within 2 pay fortnights of incurring the loss.

52 ADDITIONAL HOURS - PART TIME

Part time Employees may by mutual agreement undertake work that is in addition to their normal rostered shifts at times or on days when they are not rostered for their normal duties. These 'additional hours' will be undertaken in accordance with the following conditions and arrangements where an Employee: -

- a) must not work more than 76 ordinary hours per fortnight;
- b) must not work more than eight ordinary hours in one Day Shift or Afternoon Shift, or 10 ordinary hours in a Night Shift;
- c) will be paid at the ordinary rate of pay, including shift work allowances and weekend penalty rates as applicable **PROVIDED** that where an Employee works hours in excess of (a) or (b) above, the Overtime provisions of clause 49 will apply.

53 MINIMUM ENGAGEMENT (FULL-TIME AND PART-TIME EMPLOYEES)

The minimum payment for full-time and part-time Employees for each engagement in respect of ordinary hours of work (excluding in the case of compulsory meetings, training and e-learning as set out in clause 31), will be in accordance with the table below:

Employee type	Minimum payment
Full-time Employees	4 hours
Part-time Employees (Residential)	2 hours
Part-time Community Services Employees (except when undertaking disability services work)	3 hours
Part-time Community Services Employees (when undertaking disability services work)	2 hours

54 SHIFT VARIATION

The Employer will not unreasonably vary the shifts worked by the Employees. The relevant considerations in determining this will be the personal or family circumstances of the Employees and the operational requirements of the Employer.

55 SHIFT WORK

55.1 Shift workers shall be paid the following loading on their ordinary rate of pay for such shifts:

- a) Afternoon shift - 15%, provided that this loading will increase as follows:
 - (i) to 16.5% from the first full pay period on or after the date of operation of the Agreement;
 - (ii) to 17% from the first full pay period on or after 1 March 2026;
 - (iii) to 17.5% from the first full pay period on or after 1 March 2027;
- b) Night shift – 17.5%, provided that this loading will increase as follows:
 - (i) to 20% from the first full pay period on or after the date of operation of the Agreement;
 - (ii) to 20.5% from the first full pay period on or after 1 March 2026;
 - (iii) to 21% from the first full pay period on or after 1 March 2027.

55.2 Provided that this Clause shall not apply to CEO/DON or equivalent

55.3 Provided further that the afternoon and night shift penalties do not apply on weekends or public holidays.

55.4 Casual Employees receive the 25% casual loading in addition to the applicable shiftwork loading. For example, a casual Employee receives 140% of the ordinary rate of pay for an afternoon shift which incorporates the 15% afternoon shift loading and the 25% casual loading.

56 MULTI SKILLING

Provided that the duties are incidental or peripheral to those normally performed within the Employee's classification level and provided that:

- a) such duties do not promote a narrowing of the Employee's skill base, then the Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training;

- b) where an Employee is directed to carry out work within their classification level or work of a lower classification level, such work shall be performed without reduction of salary.
- c) where an Employee is directed to carry out work of a higher band, the provisions of clause 57 - Higher Duties shall apply.

57 HIGHER DUTIES

An Employee, other than an administrative or nursing Employee, engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum ordinary rate of pay for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

An administrative Employee or Registered Nurse Employee who, for a period of three consecutive days or more, performs duties of an Employee with a higher classification, then that Employee shall be paid the minimum ordinary rate of pay applicable to the higher classification.

Any direction issued under this clause shall be consistent with the Employer's obligation to provide a safe and healthy working environment.

This clause does not apply to Enrolled Nurses.

58 DAYLIGHT SAVING

If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

59 MOTOR VEHICLES

59.1 Kilometre Allowance

An Employee who is required to use their own vehicle by the Employer is entitled to be reimbursed on a per kilometre basis at the rate of \$0.99 per kilometre.

59.2 Claims for kilometres travelled

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 relevant manager within 14 days of travel occurring. The Employer will not pay a travel allowance for any unauthorised travel.

59.3 Registration and Roadworthiness

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 UA prior to the first motor vehicle use and thereafter on the 1st September, or as requested, that

- a) the Employee has a current and valid driver's licence
- b) the vehicle is registered and roadworthy
- c) the vehicle is insured for third party property insurance.

Should at any time a vehicle cease to be roadworthy, cease to be registered, 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 with UA. If an Employee elects not to have comprehensive insurance on their vehicle then UA cannot be held liable for any damage incurred to the Employee's vehicle arising out of an accident.

Any vehicle for which kilometre reimbursements are claimed is to be presented in a clean and tidy manner for each engagement and regularly maintained.

59.4 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. Should an Employee have concerns regarding the transportation of a client, they are required to advise their supervisor to discuss alternative options.

59.5 Loss of Driving Licence

Where an Employee cannot complete their normal duties without use of a motor vehicle and that Employee ceases to be licensed to drive a motor vehicle then the Employer will investigate possible alternatives in accordance with clause 59.6 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.

59.6 Alternatives

Before suspending or terminating 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.

60 TRAVELLING

60.1 Travelling

An Employee who is required to travel in the course of their duties shall be reimbursed economy-class fares and all reasonable out-of-pocket expenses subject to production of receipted accounts or other evidence acceptable to UA.

60.2 Excess fares

i. Non-Home Care Employee

Employees required to attend for work at a place other than their regular place of employment shall be reimbursed such additional fares as they may incur.

An Employee required to work overtime at a time when public transport is not available shall be reimbursed by the Employer the reasonable costs of travel from work to home.

This provision does not apply to Employees who utilise their own vehicle.

ii. Home Care Employee

Where a Home Care Employee has not been provided with a service vehicle – for the first and last client of the day only, the Employee will be entitled to c/km reimbursement for the distance travelled that is in excess of the distance from their normal place of residence to their normal place of employment (or in reverse as applicable).

The allowance will be payable on the excess kilometres at a rate set out in clause 59.1.

61 RIGHT TO DISCONNECT

61.1 Clause 61 provides for the exercise of an Employee's right to disconnect under section 333M of the Act.

61.2 The Employer must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.

61.3 Clause 61.2 does not prevent the Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where:

- a) the Employee is being paid an on-call allowance under clause 27.1; and
- b) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.

61.4 Clause 61.2 does not prevent the Employer from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of

- a) a change in roster in accordance with the Agreement; or
- b) a recall to work under clause 27; or
- c) the availability of vacant or additional shifts for the Employee's voluntary acceptance.

62 POLICE RECORD AND WORKING WITH VULNERABLE PEOPLE CHECKS

62.1 Where UA requires an Employee to provide an updated or renewed police record check and/or working with vulnerable people check, UA will:

- a) pay for the check/s on behalf of the Employee; or

- b) reimburse the Employee for the cost of the check/s upon the provision of receipts.

SECTION G - CHANGE MANAGEMENT

63 CONSULTATION AND PROCEDURES

63.1 Employer's duty to notify

Where the Employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and their union.

63.2 "Significant effects"

Significant effects referred to in clause in 63.1 include:

- a) termination of employment;
- b) major changes in the composition, operation or size of the Employer's workforce or in the skills required;
- c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- d) the alteration of the hours of work;
- e) the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provisions for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

63.3 Employer's duty to discuss change

The Employer shall discuss with the Employees affected and their union or Employee representative, if any, as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 63 including discussion about:

- a) the introduction of changes referred to in clause 63;
- 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.

63.4 Consultation about changes to rosters or hours of work

Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. The Employer must:

- a) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information

about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- b) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- c) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

63.5 Employee concerns

The Employer shall give prompt consideration to matters raised by the Employees and or their representative, if any, in relation to the changes.

63.6 Information in writing

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

- 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 shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

64 FLEXIBLE WORKING ARRANGEMENTS

64.1 The NES provides particular Employees with an entitlement to request a flexible working arrangement.

64.2 Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:

- a) are the parent, or have responsibility for the care, of a child who is school aged or younger;
- b) are a carer (under the *Carer Recognition Act 2010* (Cth));
- c) have a disability;

- d) are 55 years of age or older;
- e) are experiencing family and domestic violence;
- f) are pregnant; or
- g) provide care or support to a member of their household or immediate family who requires care or support because the member is experiencing family and domestic violence.

64.3 The Employee is not entitled to make the request unless:

- a) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and
- b) for a casual Employee – the Employee:
 - (i) is a regular casual Employee (as defined in the Act) of the Employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

64.4 The request must:

- a) be in writing; and
- b) set out details of the change sought and of the reasons for the change.

64.5 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal.

64.6 The further details of flexible working arrangement requests, including the process for the Employer to follow for considering and before responding to a flexible working arrangement request, and the requirements for the Employer's written response if the request is refused or if a different change in working arrangement is agreed, will be in accordance with the NES.

64.7 A dispute relating to a refusal by the Employer to a flexible working arrangement request made by an Employee under s.65(1) of the Act, or a failure by the Employer to provide a written response under s.65A of the Act within 21 days of the Employee making the request, will be handled in accordance with Clause 65 (Dispute Resolution Procedure).

SECTION H - DISPUTE AND DISCIPLINARY PROCEDURES

65 DISPUTE RESOLUTION PROCEDURE

- 65.1 In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards (including subsections 65(5) or 76(4) of the Fair Work Act), 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 local management as appropriate.
- 65.2 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.
- 65.3 If the dispute is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.
- 65.4 The above steps shall take place within seven (7) days or such longer period as may be mutually agreed.
- 65.5 If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, 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, a 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.
- 65.6 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall 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 shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.
- 65.7 The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision of FWC.

66 DISCIPLINARY PROCEDURE

66.1 First warning

Where disciplinary action may be necessary, the management representative shall notify the Employee of the reason/s and provide the Employee with an opportunity to respond. In the event that the Employee's response is unsatisfactory, then a first warning may be issued. The first warning may be verbal or written and will be recorded on the Employee's personnel file.

66.2 Second Warning

If there is a further issue that may warrant disciplinary action, the Employee will be notified in writing and be given an opportunity to respond. The matter will be discussed with the Employee and if appropriate, a second warning in writing will be given and recorded on the Employee's personnel file.

66.3 Final Warning

If there is a further issue that may warrant disciplinary action, the Employee will again be notified in writing and be given an opportunity to respond to the matter. If appropriate, a final warning will be issued in writing and recorded on the Employee's personnel file.

66.4 Dispute over disciplinary action

If a dispute should arise over the above disciplinary procedure, then dispute resolution processes as specified in clause 65 will apply.

66.5 Termination

In the event of disciplinary concerns recurring, then the Employee may be terminated. For the avoidance of doubt and notwithstanding the above process, more serious matters may warrant a final warning, and the Employer is permitted to take the disciplinary action that is proportionate to the matter. No dismissals may take place without the authority of senior management.

66.6 Summary Dismissal

Summary dismissal of an Employee may occur for any act of serious misconduct (as defined in the Fair Work Regulations).

66.7 Support person / representative

An Employee may bring a support person or representative to meetings referred to in the above procedure. The procedure may be delayed due to the unavailability of the Employee's chosen representative. However, in accordance with the principles of natural justice, disciplinary matters are to be dealt with in a timely manner and the process will not be unreasonably delayed on account of the unavailability of the Employee's chosen representative.

66.8 Record retention / removal

Records relating to disciplinary proceedings will be removed from the Employee's personnel file if a period of twelve months elapses without any further warnings or action being required.

66.9 Probationary Employees

This clause does not apply to an Employee who has less than 6 months service.

67 TERMINATION OF EMPLOYMENT

67.1 Notice of termination by UA

In order to terminate the employment of an Employee, and subject to clause 67.4, UA shall give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

67.2 Employees over 45 years of age

In addition to the notice in clause 67.1, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service as defined by the Act, shall be entitled to an additional week's notice.

67.3 Payment in lieu of notice

Payment in lieu of the notice prescribed in 67.1 and/or 67.2 shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- a) The required amount of payment in lieu of notice must be equal to the Employee's 'full rate' of pay, as defined by the Act.

67.4 Exclusions to notice

The period of notice in this clause does not apply:

1. in the case of dismissal for serious misconduct;
2. to Employees engaged for a specific period of time or for a specific task or tasks;
3. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
4. to Employees during probation period (where clause 47.3 will apply);
5. to casual Employees.

67.5 Continuity of service

For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Act.

67.6 Notice of termination by the Employee

- a) The notice of termination required to be given by a full-time or part-time Employee shall be the same as that required of UA, save and except that there shall be no additional notice based on the age of the Employee concerned.

- b) If an Employee fails to give the required period of notice, UA shall have the right to withhold monies due to the Employee, other than amounts due to the Employee under the NES, with a maximum amount equal to one week's wages. Any deduction made under this clause must not be unreasonable in the circumstances.

67.7 Time off work during notice period

Where UA has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with UA.

Where an Employee has given or has been given notice, they shall continue their employment until the date of expiration of such notice and where an Employee who has given or has been given notice refuses to work or is absent from work without just cause or excuse the Employee shall not be entitled to payment for the period of notice not worked.

68 REDUNDANCY

Where UA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of UA, UA shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.

The parties agree that it is not desirable to lose the services of Employees through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation where possible in the context of the operational requirements of the organisation.

68.1 Redeployment and retraining

In the event of a position being made redundant, or an Employee's hours are reduced or altered as a result of a major change made by UA to production, program, organisation, structure, or technology in relation to its enterprise which causes a loss of an Employee's income the following shall apply:

- (a) The Employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (b) An Employee seeking redeployment may be retrained for an available position on condition that the Employee can demonstrate that they possess the necessary capacity for that position.
- (c) Where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the 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.

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.

68.2 Notice of Redundancy

The Employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of Employee's income. In all cases however, the minimum period of notice for Employees subject to termination or reduction or alteration of hours which causes a loss of Employees' income, will be two (2) weeks.

The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of Employee's income is as per clause 67.1

68.3 Voluntary Redundancy

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

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

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

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

68.4 Redundancy Package

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

Period of Continuous Service	Severance Pay**
Less than 1 year	2 weeks
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

68.5 Redundancy entitlements – Nurses employed on or prior to 13 March 1996

Nurses who commenced employment with UA prior to 13 March 1996 will be provided with 2 weeks pay per year of service in any situation where their position should become redundant, such payment to be compensation for both severance pay and notice.

68.6 Financial Counselling.

- 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 pay at the time when written information about the redundancy is provided.
- c) Provided that in the case where the Employer facilitates acceptable alternative employment for an Employee, including the transfer of all entitlements, the provisions of this redundancy clause shall not apply.
- d) Acceptable alternative employment for the purposes of subclause 68.6c) 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.

Provided further that nothing in this clause limits UA's ability to make an application to FWC for an order varying the redundancy pay in accordance with clause 68.9.

68.7 Week's pay definition

For the purposes of this clause 'Week's pay' means the ordinary rate of pay for the Employee concerned for their weekly ordinary hours of work, excluding allowances and penalties.

68.8 Employee Leaving During Notice Period

An Employee whose employment is terminated for reasons of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with UA until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of the balance of any portion of the notice period remaining after the employment terminated.

68.9 Alternative Employment

Where UA offers the Employee acceptable alternative employment, the severance payment may be reduced (including to nil), subject to an order of the FWC.

68.10 Time off Period of Notice

- a) During the period of notice of termination given by UA an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of UA, produce proof of attendance at an interview or they shall not receive payment for the time absent.
- c) For this purpose, a statutory declaration will be sufficient.

68.11 Employees with Less Than One Year's Continuous Service

This clause does not apply to Employees with less than 1 year's continuous service.

68.12 Transfer of employment

Notwithstanding any other provisions in this clause 68, section 122 of the Act will apply in relation to transfer of employment situations.

68.13 Employees Exempted

This clause does not apply to Employees

- i. Terminated as a consequence of serious misconduct that justifies dismissal without notice
- ii. Trainees
- iii. Employees engaged for a specific period of time or for a specified task or tasks
- iv. Casual Employees

68.14 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee shall be entitled to the same period of notice of transfer as the Employee would be entitled to if the Employee's employment had been terminated, and UA will

make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks' notice still owing.

SECTION I – AGREEMENT MATTERS, VARIATION AND SIGNATORIES

69 SCHEDULES / APPENDICES

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

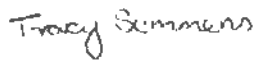
70 VARIATION OF AGREEMENT

70.1 Subject to the requirements of the Act an application to FWC to vary the terms of the Agreement can be made under Section 207 of the Act.

Classifications

- (a) Classifications and classifications in grades are set out in APPENDIX A – EMPLOYMENT CLASSIFICATIONS.
- (b) The salary and allowance increases are set out in SCHEDULE A – PAY SCHEDULE.
- (c) Amendments to classifications and classifications in grades made by previous Agreements have been incorporated into APPENDIX A – EMPLOYMENT CLASSIFICATIONS of this Agreement.

SIGNATORIES TO THE AGREEMENT
UNITING AGEWELL ENTERPRISE AGREEMENT (TASMANIA) 2025



Print name: Tracy Semmens

Print Position: People & Culture Director
Uniting AgeWell

[Signed on behalf of the Employer, Uniting AgeWell]

Address: 130 Lonsdale Street, Melbourne 3000

Date: 22 April 2025

.....

Print Name **James Lloyd**

Signature [on behalf of appointed Employee bargaining representative

Australian Nursing & Midwifery Federation (Tasmanian Branch)]



Authority to sign: I, **James Lloyd** **Branch President**, as ~~Emily Shepherd~~ ~~Secretary~~ of the Australian Nursing & Midwifery Federation (Tasmanian Branch), under the registered Rules of the Federation am authorised to act in this matter.

Address: 182 Macquarie St,
Hobart, Tas 7000

Date: 23/04/2025



Print Name

Robbie Moore

Signature [on behalf of appointed Employee bargaining representative Health and Community Services Union (Tasmanian Branch)]

Authority to sign: I, Robbie Moore, as Secretary of the Health and Community Services Union (Tasmanian Branch) under the registered Rules of the Federation am authorised to act in this matter

Address: 11 Clare Street, New Town, Tas

Date: 24/04/2025

SECTION J – APPENDIX AND WAGE SCHEDULE

APPENDIX A – EMPLOYMENT CLASSIFICATIONS

CLASSIFICATION STRUCTURE - NURSES

Salary Re-Entry Registered Nurse

Registered Nurses undertaking the re-entry to practice course shall be paid at Level 1 Pay Point 1 during their course clinical time. The nurse shall be paid as a level 1 Registered Nurse Pay Point 2 for the first 1976 hours or 2 years whichever comes first. Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience such as a statement(s) of service or group certificate(s)

Salary Re-Entry Enrolled Nurse

Enrolled Nurses undertaking the re-entry to practice course shall be paid at the first increment of the EN pay scale during their course clinical time. The nurse shall be paid as a EN Pay Point 6 for the first 1976 hours or 2 years whichever comes first. Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience such as statement(s) of service or group certificate(s).

Enrolled Nurse Upgrade To Registered Nurse

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 Australian Health Practitioners Regulation Agency shall, if they wish to continue with the 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.

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

Medication Endorsed Enrolled Nurse

An Enrolled Nurse who has a medication endorsement and who is required by the Employer to utilise such medication endorsement shall be paid on the following classification.

Enrolled Nurse Pay Point 6

(See SCHEDULE A – PAY SCHEDULE)

"Medication Endorsement" shall mean endorsement for the administering of medications as issued by the Australian Health Practitioners Regulation Agency. An Enrolled Nurse that does not have medication endorsement is not permitted to work in residential aged care services.

NURSE CLASSIFICATIONS

Nurse means a nurse registered as such with the Australian Health Practitioners Regulation Agency.

LEVEL 2 - REGISTERED NURSE RATIO

The minimum number of full-time equivalent (FTE) at Level 2 shall be:

- 25% of the Registered Nurse FTE positions.
- Provided that positions at Level 4 and above shall not be taken into account for the purpose of the calculation.
- Changes to the minimum number of level 2 RN's may be done through consultation and mutual agreement with the appropriate parties

ACCELERATED ADVANCEMENT

Entitlement

A Registered Nurse - Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Nursing and Midwifery Board of Australia, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:

- a UG1 degree in nursing; or
- registration in another branch of nursing or on another nursing register maintained by Australian Health Practitioners Registration Agency where the Employee is working in a particular practice setting which required the additional registration; or
- successful completion of a post-registration course of at least 12 months duration, by an Employee required to perform the duties of a position to which the course is directly relevant.
- A Registered Nurse - Level 1 who has been advanced once in accordance with this clause shall not be entitled to further advancement.

REGISTERED NURSE CLASSIFICATIONS

Registered Nurse—level 1 (RN1)

An Employee at this level performs their duties:

- according to their level of competence; and
- is not otherwise classified.

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

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

Registered Nurse Level 1 – Pay point appointment and progression where commencing employment with UA on or after 5 May 2023

For the purposes of appointment, a Registered Nurse Level 1 Employee who commences employment with UA on or after 5 May 2023 will have their pay point determined in accordance with the table below:

Pay Point	Criteria for appointment
Pay Point 1	Applicable only to Registered Nurse Level 1 Employees undertaking the re-entry to practice course (see above)
Pay Point 2	Up to but not more than 1,976 hours of actual service in an approved establishment following registration as a Nurse with the Nursing and Midwifery Board of Australia.
Pay Point 3	More than 1,976 hours and up to but not more than 5,928 hours of actual service in an approved establishment following registration as a Nurse with the Nursing and Midwifery Board of Australia.
Pay Point 4	More than 5,928 hours and up to but not more than 9880 hours of actual service in an approved establishment following registration as a Nurse with the Nursing and Midwifery Board of Australia.
Pay Point 5	More than 9,880 hours and up to but not more than 11856 hours of actual service in an approved establishment following

	registration as a Nurse with the Nursing and Midwifery Board of Australia.
Pay Point 6	More than 11,856 hours of actual service in an approved establishment following registration as a Nurse with the Nursing and Midwifery Board of Australia.

Following appointment to a pay point in accordance with the table above, the Registered Nurse Level 1 Employee will progress to the next pay point and through the subsequent pay points of the Level 1 classification based on completing 1,976 hours of actual service (which includes approved paid leave with UA, and hours of work as a Registered Nurse with other employers – subject to the Employee providing a statement of service from the other employers demonstrating the claimed hours of work) at each such pay point.

The onus is on the Employee to demonstrate the claimed hours of work with previous and/or or current other employers. No back payment will be made based on evidence provided which would have entitled the Employee to have progressed to a subsequent pay point or to have been appointed at a higher pay point than originally appointed prior to the date of submission of such evidence.

Registered Nurse Level 1 –progression for Registered Nurse Level 1 Employees employed by UA prior to 5 May 2023

A Registered Nurse Level 1 Employee whose employment with UA commenced prior to 5 May 2023 will progress to the next pay point of their translated classification and through the subsequent pay points of the Level 1 classification based on completing 1,976 hours of actual service (which includes approved paid leave with UA, and hours of work as a Registered Nurse with other employers – subject to the Employee providing a statement of service from the other employers demonstrating the claimed hours of work) at each such pay point.

The onus is on the Employee to demonstrate the claimed hours of work with previous and/or or current other employers. No back payment will be made based on evidence provided which would have entitled the Employee to have progressed to a subsequent pay point prior to the date of submission of such evidence or to have been translated to a higher pay point than originally translated.

Registered Nurse—level 2 (RN2)

An Employee at this level:

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

An Employee at this level may also be known as a Clinical nurse and is accountable for the overall provision of client/resident care and the management of resources.

In addition to the duties of an RN1, an Employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

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

- delivering direct and comprehensive nursing care and individual case management to a specific group of clients in a particular area of nursing practice within the practice setting;
- providing support, supervision, direction, orientation and education to RN1's, EN's, student nurses and student EN's, or other Employees;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse—level 3 (RN3)

An Employee at this level:

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

An Employee at this level may also be known as a Clinical Nurse Consultant, Care Manager or Nurse Educator.

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

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

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and client education;
- staff selection, management, development and appraisal;

- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of residents/clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Duties of a **Nurse/Care Manager** will substantially include, but are not confined to:

- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

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

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

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

1.1 Registered nurse—level 4 (RN4)

An Employee at this level:

- holds any other qualification required for working in the Employee's particular practice setting; and
- is appointed as such by a selection process.

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

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

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

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

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

- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

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

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

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

- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the Employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;

- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Registered nurse level 5—(RN5)

An Employee at this level:

- holds any other qualification required for working in the Employee's particular practice setting; and
- is appointed as such by a selection process

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

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

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

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

- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

ENROLLED NURSE CLASSIFICATIONS

- This clause applies to Enrolled Nurses. **Enrolled Nurse** means a nurse enrolled as such with the Australian Health Practitioners Regulation Agency.
- For the purposes of this clause, a “year of practical experience” means 1976 hours of actual service (including approved paid leave with UA and hours of work as an Enrolled Nurse with other employers following registration as such with the Australian Health Practitioners Regulation Agency).
- The onus is on the Employee to demonstrate the claimed hours of work with previous and/or or current other employers. No back payment will be made based on evidence provided which would have entitled the Employee to have progressed to a subsequent pay point or to have been appointed at a higher pay point than originally appointed prior to the date of submission of such evidence.

- Enrolled nurse—pay point 1

Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

An Employee will be appointed based on training and experience including:

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

Skill indicators

The Employee has limited or no practical experience of current situations; and

The Employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled nurse—pay point 2

Pay point 2 refers to the pay point to which an EN has been appointed.

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

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

Skill indicators

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

a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;

an ability to relate theoretical concepts to practice; and/or

requiring assistance in complex situations and in determining priorities.

Enrolled nurse—pay point 3

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

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

not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

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

- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled nurse—pay point 4

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

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

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

Enrolled nurse—pay point 5

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

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

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

Skill indicators

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

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

Enrolled nurse—pay point 6

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

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

- 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 5; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time; **or**
- Entry level for an enrolled nurse with medication endorsement.

Skill indicators

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

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

Enrolled nurse—pay point 7

Pay point 7 refers to the pay point to which an EN has been appointed.

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

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 6; and

- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

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

Enrolled nurse—pay point 8 – Team Leader

Pay point 8 – Team Leader refers to the pay point to which an EN has been appointed.

An Employee will be appointed to this pay point based on appointment to the position of EN Team Leader.

Skill indicators

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

- contributes information in assisting the RN with development of nursing strategies/improvements within the Employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN; and
- Coordinating and being responsible for the direct care of a number of residents, including the supervision and coordination of other staff.

Student/Trainee Enrolled Nurse means an Employee undergoing training in an approved course in enrolled nursing.

AGED CARE EMPLOYEE CLASSIFICATIONS

Extended Care Assistants (ECA) – Residential

Where an Unqualified Extended Care Assistant obtains a certificate/qualification that entitles them to move to the Level 3 (Qualified) classification, the Employee shall be reclassified from the next full pay period commencing on or after the date that evidence of attainment is provided to UA.

Progression between pay points within the Extended Care Assistant Levels 3 (Qualified) and 5 (Specialist) classifications will be in accordance with the following:

- Pay Point A means first year of experience (as defined in clause 2.22);
- Pay Point B means second year of experience (as defined in clause 2.22);
- Pay Point C means third year of experience (as defined in clause 2.22).

The Extended Care Assistants structure is as follows: -

Extended Care Assistant (Unqualified Direct Carer – Level 2)

An Employee whose primary role is to provide direct care to residents and who does not hold a Certificate 3 or Certificate 4 in Individual Support (Ageing) or equivalent qualification.

Extended Care Assistant (Qualified – Level 3)

An Employee whose primary role is to provide direct care to residents and who has obtained a Certificate 3 or Certificate 4 in Individual Support (Ageing) or equivalent qualification.

Extended Care Assistant (Specialist – Level 5)

Means an Employee appointed by the Employer as a Specialist Extended Care Assistant to provide specialist direct care to residents in accordance with the Employer's requirements and who has obtained a Certificate 4 qualification in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the Employer.

Extended Care Assistant (Team Leader – Level 6)

Means an Employee appointed by the Employer as a Team Leader Extended Care Assistant who has obtained a Certificate 4 in Ageing Support or equivalent as a requirement for the performance of their duties by the Employer and is required to supervise and train other Extended Care Assistants.

Leisure & Lifestyle Employees

Where an Unqualified Leisure & Lifestyle Employee obtains a certificate/qualification that entitles them to move to the Level 3 (Qualified) classification, the Employee shall be reclassified from the from the next full pay period commencing on or after the date that evidence of attainment is provided to UA.

Leisure and Lifestyle Assistant (Unqualified Direct Carer – Level 2)

An Employee whose primary role is provide activities/diversional therapy to those residents of a residential aged care facility, and who does not hold a Certificate 3 or Certificate 4 in Leisure and Lifestyle, Diversional Therapy or other relevant qualification recognised by the Employer.

Leisure and Lifestyle Assistant (Qualified – Level 3)

An Employee whose primary role is provide activities/diversional therapy to those residents of a residential aged care facility, and who has obtained a Certificate 3 or Certificate 4 in Leisure and Lifestyle, Diversional Therapy or other relevant qualification recognised by the Employer.

Leisure and Lifestyle Assistant (Specialist – Level 5)

Means an Employee appointed by the Employer as a Specialist Leisure and Lifestyle Assistant to provide specialist lifestyle activities/diversional therapy to residents in accordance with the Employer's requirements and who holds a Certificate 4 qualification as a requirement for the performance of their duties by the Employer.

Leisure and Lifestyle Team Leader – Level 6

Means an Employee appointed by the Employer as a Leisure and Lifestyle Team Leader who has obtained a Certificate 4 or Diploma in Leisure and Lifestyle / Diversional Therapy or equivalent as a requirement for the performance of their duties by the Employer and is required to supervise and train other Leisure and Lifestyle Employees.

Administrative Employees

Entry Level

'Entry Level' shall mean the entry point for Employees with less than 1976 hours (or two calendar years whichever comes first) clerical experience, and on completion of that clerical experience (whether with one or more Employers in any industry) such Employee shall be advanced to a graded position dependent on skills held and position requirements.

Administration Level 1a

An Employee at this level shall be a Level 1b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

Administration Level 1b

- An Employee at this level may be engaged on tasks requiring direct supervision.
- Performs routine tasks and/or operates basic equipment within guidelines established by the Employer, requiring previous training or experience.
- The Employee would exercise little or no discretion.
- Indicative tasks that may be performed at this level include:
- Reception duties, filing, typing, mail.

Administration Level 2a

An Employee at this level shall be a Level 2b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

Administration Level 2b

- An Employee at this level may be engaged on tasks requiring direct supervision.
- Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 1b Administrative Employee.
- The Employee may be responsible and accountable for their own work which is performed within routines and guidelines established by the Employer.
- The Employee may exercise some discretion in relation to their own work.
- Indicative tasks that may be performed at this level include in addition to those of Level 1b Administrative Employee:
 - Word processing, data input and retrieval.

Administration Level 3a

- An Employee at this level shall be a Level 3b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

Administration Level 3b

- An Employee at this level may be engaged on tasks requiring general supervision.
- Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 2b Administrative Employee.
- The Employee would be responsible and accountable for their own work which is performed within guidelines established by the Employer.
- The Employee would exercise some discretion in relation to their work.
- An Employee at this level may be in charge of up to five lower level Employees.
- Indicative tasks that may be performed at this level include in addition to those of Level 2b Administrative Employee:
 - Accounts, basic payroll duties.

Administration Level 4

- An Employee at this level may be engaged on tasks requiring general supervision.
- Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 3b Administrative Employee.

- The Employee would be responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within limits prescribed by the Employer.
- An Employee at this level may be in charge of more than five lower level Employees and be able to provide guidance by means of personal instruction and demonstration.

Administration Level 5

- An Employee at this level may be engaged on tasks requiring limited supervision.
- Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 4 Administrative Employee.
- The Employee would be responsible and accountable for their own work and have responsibility for the work of others.
- The Employee would exercise initiative, discretion and judgement in the performance of their work.

Administration Level 6

- An Employee at this level may be engaged on tasks requiring minimum supervision.
- Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 5 Administrative Employee.
- The Employee would be responsible and accountable for their own work and be responsible and accountable for the work of others.
- The Employee may be in charge of a section or department and would exercise initiative, discretion and judgement.

Administration Level 7

- An Employee at this level may be engaged in the performance of clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required for Level 6 Administrative Employee.
- The Employee would be responsible and accountable for their own work and be responsible and accountable for a section or department.
- The Employee would exercise initiative, discretion and judgement in the performance of their duties.

- Supervision would be by means of reporting to more senior Employees as required.

Services Employees

Progression between pay points within each level of the Services Employee (including Laundry) classifications will be in accordance with the following:

- Pay Point A means first year of experience (as defined in clause 2.22); and
- Pay Point B means second year of experience (as defined in clause 2.22).

Services Level 2

- An Employee at this level may be engaged on tasks requiring direct supervision.
- Performs routine tasks and/or operates basic equipment requiring previous training or experience and little or no discretion on the part of the Employee.

Services Level 3

- An Employee at this level may be engaged on tasks requiring general supervision.
- Performs tasks and/or operates plant and equipment requiring skills beyond Level 2 Services Employee and which require the use of some discretion on the part of the Employee.
- An Employee at this level may be in charge of up to six lower level Employees.

Services Level 4

- An Employee at this level may be engaged on tasks requiring general supervision.
- Performs tasks and/or operates plant, equipment and vehicles requiring skills beyond Level 3 Services Employee and which may require a significant degree of discretion on the part of the Employee.
- May provide routine assistance to trades Employees requiring a limited level of trade knowledge and skill.
- An Employee at this level may be in charge of up to 12 lower level Employees and be responsible for the assignment and quality of their work.

Services Level 5

- An Employee at this level may be engaged on tasks requiring general supervision.
- Performs tasks and/or operates plant, equipment and vehicles requiring trade qualifications.

- Performs tasks and/or operates plant, equipment and vehicles requiring a level of skills and knowledge acceptable to the Employer.
- An Employee at this level may be in charge of up to 20 lower level Employees engaged on a variety of non-trades tasks.

Services Level 6

- An Employee at this level may be engaged on tasks requiring limited supervision.
- Performs trade work requiring a high level of trade skill utilising initiative and judgement above that required at Level 5 Services Employee.
- An Employee at this level may be in charge of up to 20 lower level Employees engaged on a variety of non-trades tasks and be responsible for the assignment and quality of their work.

Services Level 7

- An Employee at this level may be engaged on tasks requiring limited supervision.
- Performs trade work requiring a high level of trade skill employing an independent approach and a high degree of initiative.
- These tasks may encompass the provision of trade and equivalent level guidance to other Employees.
- An Employee at this level may be in charge of more than 20 lower level Employees engaged in trades tasks and be responsible for the assignment and quality of their work.

Services Level 8

- An Employee at this level may be engaged on tasks using a more extensive range of skills and knowledge at a level higher than required for Level 7 Services Employee.
- The Employee would be responsible and accountable for their own work and be responsible and accountable for a section or department.
- The Employee would exercise initiative, discretion and judgement in the performance of their duties.
- Supervision would be by means of reporting to more senior Employees as required.

Aged Care Employees

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:

Administrative Employee, entry level

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
Administrative Employee Level 1 Services Employees Level 2 - Gardener (non-trade), Maintenance/Handyperson (unqualified), Driver (less than 1 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); and

In the case of an admin/clerical Employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and administrative services	Food services
Administrative Employee levels 2 and 3 (second and subsequent years of service), including Receptionist, Pay clerk Driver (more than 1 ton but less than 3 ton) who is required to hold a St John Ambulance first aid certificate Services Employees Level 3 - Laundry hand, Cleaner	Services Employee level 3 – Cook, Food Services Assistant

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; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services
Administrative Employee Level 4 - Senior clerk, Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Services Employee level 4 - Senior cook (trade)

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; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services
Administrative Employee Level 5 - Secretary interpreter (unqualified)	Services Employee Level 5 - Chef
Services Employee, Level 5 Maintenance	

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:

General and administrative services	Food services
Administrative Employee Level 6 Services Employee Level 6 - Maintenance tradesperson (advanced), Gardener (advanced)	Services Employee Level 6 - Senior chef

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:

General and administrative services	Food services
Administrative Employee Level 7 - Clerical supervisor, Interpreter (qualified), Senior Administration Services Employee Levels 7 & 8 - Gardener superintendent, General services supervisor	Services Employee Levels 7 & 8 - Chef /Food services supervisor

HOME CARE EMPLOYEES

The classification definitions for Home Care Employees covered by the Agreement are set out below. A Home Care Employee may, from time to time, perform incidental duties and functions within their skills, competence and training that relate to the Employer's provision of community programs and services. The performance of such duties and functions will not affect the substantive classification in which the Employee is employed.

Home care employee (Unqualified – Level 2)

An employee whose primary role is to provide home care to aged care clients and who does not hold a Certificate III or IV in Individual Support (Ageing) or equivalent qualification.

Home care employee (Qualified – Level 3)

An employee whose primary role is to provide home care to aged care clients and who has obtained a Certificate III or IV in Individual Support (Ageing) or equivalent qualification.

Progression

The following progression applies to Home Care Employees Level 3 (Qualified):

- All Employees commence on Pay Point 1
- Progression to Pay Point 2 will occur after 1976 hours or 2 years at Pay Point 2, whichever comes first.
- Progression to Pay Point 3 will occur after 1976 hours or 2 years at Pay Point 2, whichever comes first.

Home care employee (Specialist – Level 5)

Means an employee appointed by the Employer as a Specialist Home Care Employee to provide specialist home care to residents in accordance with the Employer's requirements and who has obtained a Certificate 4 qualification in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the Employer.

Home Care Worker Team Leader

By Appointment only. A position at this level includes team leaders / coordinators or persons with significant industry experience in similar roles, as appointed by UA.

Home Care Team Leader Operations

By Appointment only. A position at this level includes a person with extensive industry experience managing a function or a team in a Home Care or Aged Care sector or similar industry, as appointed by UA.

Care Organiser

Means a Home Care Employee who will maintain day to day service delivery and coordination of client services which may include rostering and scheduling of Home Care Employees (Levels 2 and 3) and processing of invoices. They will act as the key contact person for clients requiring service coordination and ensuring that client finance information is managed in a timely and accurate manner to ensure that the administrative requirements of the program are maintained in accordance with Departmental and organisational

requirements. For the avoidance of doubt, a Certificate IV in Ageing Support (or equivalent qualification) is not required by UA for the performance of duties in this classification.

Indicative duties include:

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Employees in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Positions in this level may provide direction, leadership, administration and rostering of Home Care Employees (Levels 2 and 3).

Care Advisor

Means a Home Care Employee who will act as the key contact person and advocate for clients in facilitating the identification of their goals and development of their care plans in conjunction with the client and to respond to client's individual needs and preferences within budget. The provision of creative options and solutions that deliver exceptional client outcomes to ensure that the delivery of services meet all associated funding agreements, professional and legal standards. For the avoidance of doubt, a Certificate IV in Ageing Support (or equivalent qualification) is not required by UA for the performance of duties in this classification.

Indicative duties include:

Employees at this level are responsible for all aspects of assessment, ongoing care planning, case management budgeting and service delivery to recipients of the Home Care Program. This position will liaise with the appropriate Manager to maximise the delivery of care and domestic assistance to clients. The position will also maintain a close working relationship with administration staff and management.

Admin Assistant means a Home Care Employee appointed as such who performs routine activities of a clerical and/or administrative support nature including but not limited to: undertaking straightforward operation of keyboard equipment including data input and word processing at a basic level; providing routine information including general reception and telephonist duties; filing, collating and copying documents; undertaking routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system.

Admin Officer means a Home Care Employee who performs and assists in administrative functions including but not limited to: computer and other office skills; maintain mail register and records; sort, process and record accounts, invoices and correspondence; provide administrative support to senior employees as required; assist with or provide a range of records management services; respond to enquiries; receive calls, direct calls and manage service bookings; prepare cash payment summaries, banking reports and bank statements.

COMMUNITY EMPLOYEE CLASSIFICATIONS

The classification definitions for Community Employees covered by the Agreement are set out below. A Community Employee may, from time to time, perform incidental duties and functions within their skills, competence and training that relate to the Employer's provision of home care services. The performance of such duties and functions will not affect the substantive classification in which the Employee is employed.

Community Employee level 1

Indicative classifications at this level are:

- Admin Assistant

Characteristics of the level

- (a) A person employed as a Community Employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;

- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services
- (i) The minimum rate of pay for employees engaged in responsibilities which are prescribed by subclause (h) above is pay point 2.

Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) developing knowledge of the workplace function and operation;
- (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
- (iii) a developing knowledge of work practices and policies of the relevant work area;
- (iv) basic numeracy, written and verbal communication skills relevant to the work area;
- (v) at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

- (i) Work under direct supervision.

(c) Extent of authority

- (ii) Work outcomes are clearly monitored.
- (iii) Freedom to act is limited by standards and procedures.
- (iv) Solutions to problems are found in established procedures and instructions with assistance readily available.
- (v) Project completion according to instructions and established procedures.
- (vi) No scope for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by subclause (g) above will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

Community Employee level 2

Indicative classifications at this level are:

- Allied Health Assistant
- Activities Worker
- Community Admin Officer

Characteristics of the level

- (a) A person employed as a Community Employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) basic skills in oral and written communication with clients and other members of the public;

- (ii) knowledge of established work practices and procedures relevant to the workplace;
- (iii) knowledge of policies relating to the workplace;
- (iv) application of techniques relevant to the workplace;
- (v) developing knowledge of statutory requirements relevant to the workplace;
- (vi) understanding of basic computing concepts.

(b) Prerequisites

- (i) an appropriate certificate relevant to the work required to be performed;
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

Community Employee level 3

Indicative classifications at this level are:

- Community Care Organiser
- Volunteer Engagement Officer
- Community Cook
- Men's Shed Activity Worker

Characteristics of this level

- (a) A person employed as a Community Employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;

- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

Requirements of the job

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) thorough knowledge of work activities performed within the workplace;
- (ii) sound knowledge of procedural/operational methods of the workplace;
- (iii) may utilise limited professional or specialised knowledge;
- (iv) working knowledge of statutory requirements relevant to the workplace;
- (v) ability to apply computing concepts.

(b) Prerequisites

- (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
- (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- (iii) associate diploma with relevant experience; or
- (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

- (i) graduates work under direct supervision;
- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
- (iii) operate as member of a team
- (iv) supervision of other employees.

(d) Extent of authority

- (i) graduates receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices;
- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Community Employee level 4

Indicative classifications at this level are:

- Volunteer Coordinator
- Community Centre Coordinator

- Intake Team Coordinator

Characteristics of this level

- (a) A person employed as a Community Employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) knowledge of statutory requirements relevant to work;

- (ii) knowledge of organisational programs, policies and activities;
- (iii) sound discipline knowledge gained through experience, training or education;
- (iv) knowledge of the role of the organisation and its structure and service;
- (v) specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

- (i) relevant four year degree with one years relevant experience;
- (ii) three year degree with two years of relevant experience;
- (iii) associate diploma with relevant experience;
- (iv) lesser formal qualifications with substantial years of relevant experience; or
- (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

(c) Organisational relationships

- (i) works under general direction;
- (ii) supervises other staff and/or volunteers or works in a specialised field.

(d) Extent of authority

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions;
- (v) assistance usually available.

Community Employee level 5

Indicative classifications at this level are:

- Regional Coordinator

Characteristics of the level

- (a) A person employed as a Community Employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;

- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) knowledge of organisational programs, policies and activities;
- (ii) sound discipline knowledge gained through experience;
- (iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

- (i) relevant degree with relevant experience;
- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

- (i) work under general direction;
- (ii) supervise other employees and/or volunteers.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;
- (iv) establish priorities and monitor work flow in areas of responsibility;
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

APPENDIX B - SUPPORTED WAGES

This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

Eligibility criteria

- Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- This clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of Employees who are injured in the course of their employment.
- This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following Schedule:

Assessed capacity* (see below)	Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- Provided that the minimum amount payable shall be not less than \$106.00 per week or as adjusted in line with the wage percentage increases under the Agreement.
- Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

***Assessment of capacity**

For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this agreement, the productive capacity of the Employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- The Employer and a union party to the agreement, in consultation with the Employee or, if desired by any of these;
- The Employer and an accredited assessor from a panel agreed by the parties to the agreement and the Employee.

Lodgement of assessment instrument

- All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the Employee, will be lodged by the Employer with the FWC.
- All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the agreement, is not a party to the assessment, it shall be referred by the FWC to the union by certified mail and shall take effect unless an objection is notified to the FWC within ten working days.

Review of assessment

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

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

Workplace adjustment

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

Trial period

- In order for an adequate assessment of the Employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- The minimum amount payable to the Employee during the trial period shall be no less than \$106 per week, or as adjusted in line with the wage percentage increases under the Agreement.
- Work trials should include induction or training as appropriate to the job being trialled.
- Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.

**SCHEDULE A – PAY SCHEDULE
AGED CARE EMPLOYEES**

Aged Care Employees	Payroll Code	Current	FFPPOOA 1- Jan-25	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
				3%	3%	3%
ADMINISTRATION						
Administrative employee, entry level	TADM1	25.94	26.7200	27.5216	28.3472	29.1976
Administrative employee, Level 1a	TADM1A	26.70	27.4800	28.3044	29.1535	30.0281
Administrative employee, Level 1b	TADM1B	27.20	27.9800	28.8194	29.6839	30.5744
Administrative employee, Level 2a	TADM2A	27.52	28.3300	29.1799	30.0552	30.9568
Administrative employee, Level 2b	TADM2B	28.02	28.8300	29.6949	30.5857	31.5032
Administrative employee, Level 3a	TADM3A	28.64	29.4400	30.3232	31.2328	32.1697
Administrative employee, Level 3b	TADM3B	29.06	29.8700	30.7661	31.6890	32.6396
Administrative employee, Level 4	TADM4	29.67	30.4900	31.4047	32.3468	33.3172
Administrative employee, Level 5	TADM5	30.61	31.4500	32.3935	33.3653	34.3662
Administrative employee, Level 6	TADM6	31.65	32.5400	33.5162	34.5216	35.5572
Administrative employee, Level 7	TADM7	33.24	34.1400	35.1642	36.2191	37.3056
Senior Admin	TSADM	34.35	35.2500	36.3075	37.3967	38.5186
SERVICES						
Services employee, Level 2A	TSER2A	25.88	26.6600	27.4598	28.2835	29.1320
Services employee, Level 2B	TSER2B	26.35	27.1300	27.9439	28.7822	29.6456
Laundry, Level 3A	TLAUA	26.22	28.0200	28.8606	29.7264	30.6181
Laundry, Level 3B	TLAUB	26.71	28.5100	29.3653	30.2462	31.1535
Services employee, Level 3A	TSER3A	26.90	27.7000	28.5310	29.3869	30.2685
Services employee, Level 3B	TSER3B	27.39	28.2000	29.0460	29.9173	30.8148
Services employee, Level 4A	TSER4A	27.67	28.4900	29.3447	30.2250	31.1317

Aged Care Employees	Payroll Code	Current	FFPPOOA 1- Jan-25	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
				3%	3%	3%
Services employee, Level 4B	TSER4B	28.18	29.0000	29.8700	30.7661	31.6890
Services employee, Level 5A	TSER5A	29.28	30.1200	31.0236	31.9543	32.9129
Services employee, Level 5B	TSER5B	29.82	30.6600	31.5798	32.5271	33.5029
Services employee, Level 6A	TSER6A	30.21	31.1000	32.0330	32.9939	33.9837
Services employee, Level 6B	TSER6B	30.76	31.6500	32.5995	33.5774	34.5847
Services employee, Level 7A	TSER7A	31.24	32.1300	33.0939	34.0867	35.1093
Services employee, Level 7B	TSER7B	31.81	32.7100	33.6913	34.7020	35.7430
Services employee, Level 8A	TSER8A	32.02	32.9200	33.9076	34.9248	35.9725
Services employee, Level 8B	TSER8B	32.61	33.5100	34.5153	35.5507	36.6172
Driver - under 1 ton	TDRV	30.20	30.9800	31.9094	32.8666	33.8525
EXTENDED CARE ASSISTANT						
Extended care assistant, Level 2 Unqualified	TECA2A	26.85	30.9300	31.8579	32.8136	33.7980
ECA, Level 3 Qualified						
ECA, Level 3 Qualified Pay Point A	TECA3A	27.30	32.2000	33.1660	34.1609	35.1857
ECA, Level 3 Qualified Pay Point B	TECA3B	27.64	32.4300	33.4029	34.4049	35.4370
ECA, Level 3 Qualified Pay Point C	TECA3C	27.99	32.7800	33.7634	34.7763	35.8195
ECA, Level 5 Specialist	TECA5	NA	NA	35.3187	36.3782	37.4695
ECA, Team Leader	TECA6	NA	NA	37.0697	38.1817	39.3271
LEISURE & LIFESTYLE						
Leisure & Lifestyle Unqualified	TLASU	26.85	30.9300	31.8579	32.8136	33.7980
Leisure & Lifestyle Qualified	TLASQ	27.73	33.2600	34.2578	35.2855	36.3440
Leisure & Lifestyle Specialist	TLASS	NA	NA	35.3187	36.3782	37.4695

Aged Care Employees	Payroll Code	Current	FFPPOOA 1- Jan-25	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
				3%	3%	3%
Leisure & Lifestyle Team Leader	TLCO	NA	NA	37.0697	38.1817	39.3271

COMMUNITY EMPLOYEES

Classification	Payroll Code	Current	FFPPOOA 1- Jan-25	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
				3%	3%	3%
Home Care						
Home Care Unqualified	THCWU	NA	32.9000	33.8870	34.9036	35.9507
Home Care Qualified (Pay Point 1)	THCW1	28.48	33.5100	34.5153	35.5507	36.6172
Home Care Qualified (Pay Point 2)	THCW2	29.47	33.7500	34.7625	35.8053	36.8794
Home Care Qualified (Pay Point 3)	THCW3	30.38	34.6700	35.7101	36.7814	37.8848
Home Care Specialist	THCWS	NA	NA	36.6268	37.7256	38.8573
Home Care Worker Team Leader	THCWTL	NA	NA	45.0480	46.3994	47.7913
Care Organiser Y1 TAS	THCCO1	38.89	39.5600	40.7468	41.9692	43.2282
Care Organiser Y2 TAS	THCCO2	39.08	39.7600	40.9528	42.1813	43.4467
Care Advisor Y1 TAS	THCCA1	40.18	40.8500	42.0755	43.3377	44.6378
Care Advisor Y2 TAS	THCCA2	44.21	44.2100	45.5363	46.9023	48.3093
Home Care Team Leader Operations	THTLO	NA	NA	50.0899	51.5925	53.1402
HC Admin Assistant PP1	THCAA1	NA	NA	26.2753	27.0635	27.8754
HC Admin Assistant PP2	THCAA2	NA	NA	27.1199	27.9334	28.7714
HC Admin Assistant PP3	THCAA3	NA	NA	28.0881	28.9307	29.7986
HC Admin Officer PP1	THCAO1	NA	NA	33.7531	34.7656	35.8085
HC Admin Officer PP2	THCAO2	NA	NA	34.0621	35.0839	36.1364
HC Admin Officer PP3	THCAO3	NA	NA	34.3711	35.4022	36.4642
Community Employees						
Community Employee Level 1 Community Admin Assistant						

Classification	Payroll Code	Current	FFPPOOA 1- Jan-25	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
				3%	3%	3%
Community Employee Level 1 PP1		NA	NA	26.2753	27.0635	27.8754
Community Employee Level 1 PP2		NA	NA	27.1199	27.9334	28.7714
Community Employee Level 1 PP3		NA	NA	28.0881	28.9307	29.7986
Community Employee Level 2 Allied Health Assistant, Activities Worker, Community Admin Officer						
Community Employee Level 2 PP1		NA	NA	34.5153	35.5507	36.6172
Community Employee Level 2 PP2		NA	NA	35.5968	36.6647	37.7646
Community Employee Level 2 PP3		NA	NA	36.6783	37.7786	38.9119
Community Employee Level 2 PP4		NA	NA	37.6568	38.7865	39.9500
Community Employee Level 3 Community Care Organiser, Volunteer Engagement Officer, Men's Shed Activity Worker, Community Cook						
Community Employee Level 3 PP1		NA	NA	38.5735	39.7307	40.9226
Community Employee Level 3 PP2		NA	NA	39.6756	40.8658	42.0917
Community Employee Level 3 PP3		NA	NA	40.5202	41.7358	42.9878
Community Employee Level 3 PP4		NA	NA	41.3545	42.5951	43.8729
Community Employee Level 4 Volunteer Coordinator, Intake Team Coordinator, Community Centre Coordinator						
Community Employee Level 4 PP1		NA	NA	44.4754	45.8096	47.1838
Community Employee Level 4 PP2		NA	NA	45.6290	46.9978	48.4077
Community Employee Level 4 PP3		NA	NA	46.8032	48.2072	49.6534
Community Employee Level 4 PP4		NA	NA	47.8435	49.2788	50.7571

Classification	Payroll Code	Current	FFPPOOA 1- Jan-25	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
				3%	3%	3%
Community Employee Level 5 Regional Coordinator						
Community Employee Level 5 PP1		NA	NA	51.9532	53.5117	55.1170
Community Employee Level 5 PP2		NA	NA	53.1583	54.7530	56.3955
Community Employee Level 5 PP3		NA	NA	44.4754	45.8096	47.1838

ENROLLED NURSES

Classification	Payroll code	Current	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
			3%	3%	3%
Enrolled Nurse					
Pay Point 1	TENN1	36.3100	38.8104	39.9747	41.1739
Pay Point 2	TENN2	37.0500	39.5726	40.7597	41.9824
Pay Point 3	TENN3	37.7800	40.3245	41.5342	42.7802
Pay Point 4	TENN4	38.5200	41.0867	42.3193	43.5888
Pay Point 5	TENN5	39.2400	41.8283	43.0831	44.3755
Pay Point 6 – entry Med Endorsed	TENM6	39.7700	42.3742	43.6454	44.9547
Pay Point 7	TENM7	40.4500	43.0746	44.3668	45.6978
Pay Point 8 - EN Team Leader	TENM8	43.3300	46.0410	47.4222	48.8448

REGISTERED NURSES

Classification	Payroll Code	Current	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
			3%	3%	3%
Registered Nurse - Level 1					
Pay Point 1	TRN11	39.6600	42.2609	43.5287	44.8345
Pay Point 2	TRN12	41.3700	44.2076	45.5338	46.8998
Pay Point 3	TRN13	44.9900	47.9362	49.3742	50.8554
Pay Point 4	TRN14	48.6700	51.7266	53.2783	54.8766
Pay Point 5	TRN15	50.5400	53.6527	55.2622	56.9200
Pay Point 6	TRN16	52.5000	55.6715	57.3416	59.0618
Registered Nurse - Level 2					
1st year of service	TRN21	54.3400	57.5667	59.2937	61.0725
2nd year of service	TRN22	55.5800	58.8439	60.6092	62.4274
3rd year of service	TRN23	56.8000	60.1005	61.9035	63.7606
4th year of service	TRN24	58.0500	61.3880	63.2296	65.1264
Registered Nurse - Level 3					
1st year of service	TRN31	60.3600	63.7673	65.6803	67.6507
2nd year of service	TRN32	61.7500	65.1990	67.1549	69.1695
3rd year of service	TRN33	63.1400	66.6307	68.6296	70.6884
4th year of service	TRN34	64.5200	68.0521	70.0936	72.1964
Care Manager	TCAM	67.3200	70.9361	73.0641	75.2560
Registered nurse—level 4					
Grade 1 1-30 beds	TRN41	71.8800	76.3539	78.6445	81.0038
Grade 2 31- 60 beds	TRN42	71.8800	76.3539	78.6445	81.0038
Grade 3 61 – 90 beds	TRN43	71.8800	76.3539	78.6445	81.0038
Grade 4 91 – 120 beds	TRN44	77.3400	81.9777	84.4370	86.9701

Classification	Payroll Code	Current	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
			3%	3%	3%
Registered nurse—level 5					
Grade 1 1 – 30 beds	TRN51	71.9400	77.7032	80.0342	82.4352
Grade 2 31 – 60 beds	TRN52	76.9400	82.8532	85.3387	87.8988
Grade 3 61 – 90 beds	TRN53	81.9300	87.9929	90.6326	93.3515
Grade 4 91 – 120 beds	TRN54	87.9800	94.2244	97.0511	99.9626

ALLOWANCES

	Current	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
		3%	3%	3%
Uniform - per hour	0.22	0.22	0.22	0.22
- per week	8.37	8.62	8.87	9.13
Mobile Phone - per week	9.09	9.36	9.64	9.92
First Aid – Home Care and Community - per week	19.16	19.73	20.32	20.90
On Call				
Home Care and Community M-F - per 24-hour period	34.82	35.86	36.93	38.03
Home Care and Community Weekend per 24-hour period	69.57	71.65	73.79	76.00
Nurses - per hour - or	2.94	3.38	3.48	3.58
minimum payment per on-call period	29.41	33.91	34.92	35.96
Maintenance				
Monday to Friday (for any 24 hour period or part thereof)	23.65	41.51	42.75	44.03
Weekend or Public Holidays	46.81	48.21	49.65	51.13
maximum payment (for any 7 day period)	163.85	168.76	173.82	179.03
Sleepover - per sleepover, Sun night to Thurs night	95.63	98.49	101.44	104.48
Sleepover - per sleepover, Fri night to Sat night	107.58	110.80	114.12	117.54
In-Charge - RN - per shift	41.23	42.46	43.73	45.04
In-Charge - EN - per shift	28.96	29.82	30.71	31.63
Preceptor - per hour	3.04	3.13	3.22	3.31
Buddy - Residential	2.01	2.07	2.13	2.19
Tool - per hour	0.31	0.31	0.31	0.31

	Current	FFPPOOA 1- Mar-25	FFPPOOA 1- Mar-26	FFPPOOA 1- Mar-27
EN Team Leader Allowance (excluding pay point 8)- per hour	2.88	2.96	3.04	3.13
Meal - Overtime of more than 1 hr	16.06	16.54	17.03	17.54
Meal – Overtime of more than 4hrs (Community Employees)	15.19	15.64	16.10	16.58
Meal – Overtime of more than 4hrs (Residential Employees)	13.69	14.10	14.52	14.95
Meal charges -				
Two or three courses	6.52	6.71	6.91	7.11
Single hot or cold main course	5.00	5.15	5.30	5.45
Single (other) course, i.e. soup or sweet	4.54	4.67	4.81	4.95
All breakfasts	4.54	4.67	4.81	4.95
Meal away from location				
Breakfast	10.97	11.29	11.62	11.96
Lunch	12.11	12.47	12.84	13.22
Dinner	21.34	21.98	22.63	23.30
ECA medication awareness allowance (per hour) (applicable from FFPPOOA date of operation of the Agreement)	N/A	1.50	1.54	1.58

Matter number:

AG2025/1210

Employer:

Uniting AgeWell Limited

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *Uniting AgeWell Enterprise Agreement (Tasmania) 2025*

Undertaking – Section 190

I, Tracy Semmens, Director-People and Culture for Uniting AgeWell Limited (the **Employer**), give the following undertaking with respect to the *Uniting AgeWell Enterprise Agreement (Tasmania) 2025* (the **Agreement**) and have the authority from the Employer to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. The ordinary rates of pay for a Community Employee Level 5 in Schedule A – Pay Schedule will be replaced with the following.

Classification	Current	FFPPOOA 1-Jan-25	FFPPOOA 1-Mar-25	FFPPOOA 1-Mar-26	FFPPOOA 1-Mar-27
<i>Community Employee Level 5 Regional Coordinator</i>					
<i>Community Employee Level 5 PP1</i>	NA	NA	50.8614	52.3872	53.9588
<i>Community Employee Level 5 PP2</i>	NA	NA	51.9532	53.5117	55.1170
<i>Community Employee Level 5 PP3</i>	NA	NA	53.1583	54.7530	56.3955

2. Clause 50.3b) will be replaced with the following:

- b) *An Employee (including a casual Employee) who is required to be on duty, and works, on a day referred to in clause 50.1 above shall be entitled to be paid 250% of the ordinary rate of pay, provided that casual employees in the below classifications will be paid the corresponding rate, calculated on the ordinary rate of pay:*

<i>Casual Aged Care Employee</i>	275%
<i>Casual Community Employee</i>	267%
<i>Casual Home Care Specialist</i>	267%
<i>Casual Home Care Admin Assistant</i>	267%
<i>Casual Home Care Admin Officer</i>	267%
<i>Casual Home Care Unqualified</i>	261%
<i>Casual Home Care Qualified</i>	261%

3. Clause 57 (Higher Duties) will be replaced with the following:

An Employee, other than a nursing Employee, engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum ordinary rate of pay for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

A Registered Nurse Employee who, for a period of three consecutive days or more, performs duties of an Employee with a higher classification, then that Employee shall be paid the minimum ordinary rate of pay applicable to the higher classification.

Any direction issued under this clause shall be consistent with the Employer's obligation to provide a safe and healthy working environment.

This clause does not apply to Enrolled Nurses.

4. Clause 27.2b) of the Agreement will be amended (as underlined) to read as follows:

- b) *Where an Employee is recalled to work and the payment at overtime rates does not equal or exceed four hours at the ordinary rate of pay (or 5.5 hours at the ordinary rate of pay in the case of a Maintenance Employee), then the Employee shall be paid a minimum of four hours at the ordinary rate (or 5.5 hours at the ordinary of pay in the case of a Maintenance Employee).*

5. Clause 33.8b) of the Agreement will be amended (as underlined) to read as follows:

- b) *The untaken annual leave, as accrued at the date of termination, is paid at the ordinary rate of pay at the time of termination together with the applicable annual leave loading / allowance in accordance with clause 33.9.*

6. Clause 35.2 of the Agreement will be amended (as underlined) to read as follows:

Employees who resign after completing 10 years of continuous service will be paid Long Service Leave. Employees who have completed at least 7 but less than 10 years' continuous service may be entitled to pro-rata long service leave on termination in accordance with the Long Service Leave Act 1976 (Tas) as amended.

7. Clause 35.7 of the Agreement will be replaced with the following:

'Pay' means remuneration for an Employee's normal weekly hours of work, including shift penalties, casual loadings and other allowances as defined in the Tasmanian Long Service Leave Act 1976, calculated at the Employee's ordinary rate of pay provided in SCHEDULE A – PAY SCHEDULE at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee's ordinary rate of pay which occurred during the period of leave as from the date such increase operates. Any period of long service leave to which a part-time Employee may be entitled shall be on a pro rata basis according to the number of hours the Employee worked on average over the past twelve months

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	30 May 2025
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Tracy Semmens
Signature:	