



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Uniting Agewell Limited
(AG2023/1019)

UNITING AGEWELL ENTERPRISE AGREEMENT (TASMANIA) 2022

Aged care industry

DEPUTY PRESIDENT BELL

MELBOURNE, 28 APRIL 2023

Application for approval of the Uniting AgeWell Enterprise Agreement (Tasmania) 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Uniting AgeWell Enterprise Agreement (Tasmania) 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Uniting Agewell Limited. The Agreement is a single enterprise agreement.

[2] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Australian Nursing and Midwifery Federation (ANMF) and Health Services Union (HSU), being bargaining representatives for the Agreement, indicated in their respective 'Form F18s' that they opposed the Agreement being approved. The basis of the opposition was that Agreement was said not to pass the 'better off overall test' for the purpose of s.193 of the Act. Broadly speaking, three categories of deficiency were identified: first, there are beneficial clauses in the underlying awards that are not (or not sufficiently) reflected by the terms of the Agreement; second, there are provisions of the Agreement that are said to be less beneficial than the National Employment Standards (NES) required under the Act; and, third, that the wage rates in the Agreement will fall to award rates by virtue of the Commission's 'Work Value' decision for the aged care sector (which, in summary, requires future increases to wage rates for certain relevant awards).

[4] Dealing with the above matters in reverse order, the 'test time' for assessing whether the Agreement passes the better off overall test is the time the application for the approval of the Agreement was made: s.193(6). That time was 12 April 2023 and, for that reason, the future changes to awards as a result of the Work Value decision is to be disregarded. In any case, I note that clause 9A of the Agreement sets out various matters relating to the employer's intention to pass on wage increases arising from the Work Value changes.

[5] For the concerns about the NES, I note that clause 5 of the Agreement provides for a NES-precedence clause, such that to the extent of any differences between the terms of the NES and the terms of the Agreement, the former shall prevail. I am satisfied clause 5 is sufficient to address those aspects of the unions' concerns.

[6] For the various provisions of the three underlying awards, the unions (largely correctly) identified some aspects of the Agreement that did not reflect, or reflect to the same extent, the provisions of the awards that were identified. Nonetheless, there were other benefits in the Agreement that exceeded those in the applicable awards (a number were identified in the employer's 'Form F17' declaration) or where the awards made no provision at all. Most conditions are substantially the same in the Agreement as are provided for by the underlying awards, on balance.

[7] Further, the Agreement provides above-award rates of pay as follows, as measured against the following awards: the *Aged Care Award 2020*, between 0.75% - 22.55% above the award; the *Nurses Award 2020*, between 22.68% - 77.24% above the award; and the *Social, Community, Home Care and Disability Services Industry Award 2020*, between 0.98% - 18.93% above the award.

[8] In all the circumstances, I am satisfied that the Agreement passes the better off overall test.

[9] The ANMF and HSU have also 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.

[10] The Agreement was approved on 28 April 2023 and, in accordance with s.54 of the Act, will operate from 5 April 2023. The nominal expiry date of the Agreement is 2 January 2025.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE519858 PR761447>



CORRECTION TO DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Uniting Agewell Limited
(AG2023/1019)

UNITING AGEWELL ENTERPRISE AGREEMENT (TASMANIA) 2022

Aged care industry

DEPUTY PRESIDENT BELL

MELBOURNE, 28 APRIL 2023

Application for approval of the Uniting AgeWell Enterprise Agreement (Tasmania) 2022 – correction to operative date.

The decision issued by the Fair Work Commission on 28 April 2023 [2022] FWCA 1211 is corrected by deleting paragraph [10] and replacing it with the following:

[10] The Agreement was approved on 28 April 2023 and, in accordance with s.54 of the Act, will operate from 5 May 2023. The nominal expiry date of the Agreement is 2 January 2025.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE519858 PR761483>



Uniting AgeWell Enterprise Agreement (Tasmania)

2022

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	6
7 FLEXIBILITY ARRANGEMENT.....	6
8 STAFFING.....	7
SECTION B - REMUNERATION.....	9
9 WAGES	9
9A AGED CARE WORK VALUE OUTCOME IMPLEMENTATION	9
10 SALARIES.....	10
11 SUPERANNUATION	11
12 SALARY PACKAGING	14
SECTION C - ALLOWANCES.....	16
13 QUALIFICATIONS ALLOWANCE.....	16
14 ENROLLED NURSE POST GRADUATE ALLOWANCE	16
15 PRECEPTOR ALLOWANCE	17
16 BUDDY ALLOWANCE - ECA AND SERVICES EMPLOYEES ONLY	17
17 TEAM LEADER ALLOWANCE ENROLLED NURSE.....	17
18 IN CHARGE ALLOWANCE.....	18
19 BUDDY ALLOWANCE - COMMUNITY.....	18
20 MOBILE PHONE.....	18
21 MULTI-SITE ALLOWANCE	19
22 FIRST AID ALLOWANCE - COMMUNITY	19
23 ACCOMMODATION AND CONVENIENCES	19
24 LICENCE ALLOWANCE.....	19
25 UNIFORMS	19
26 TOOLS, PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS	19
27 ON CALL / RECALL	21
28 MEAL BREAKS AND MEALS.....	22
SECTION E – PROFESSIONAL DEVELOPMENT	25
29 STUDY LEAVE.....	25
30 COMPULSORY MEETINGS, EDUCATION AND TRAINING	25
31 DELEGATES RIGHTS FOR THE PURPOSES OF DELEGATE TRAINING	26
SECTION F - LEAVE PROVISIONS.....	28
32 ANNUAL LEAVE.....	28
33 PARENTAL LEAVE.....	32
34 LONG SERVICE LEAVE.....	33
35 PERSONAL/CARER’S LEAVE	36
36 FAMILY AND DOMESTIC VIOLENCE LEAVE.....	39
37 JURY SERVICE.....	41
38 COMPASSIONATE / BEREAVEMENT LEAVE.....	42
39 EMERGENCY SERVICES LEAVE	43
40 CEREMONIAL LEAVE	44
SECTION G - WORK ARRANGEMENTS AND HOURS OF WORK.....	45
41 NOTIFICATION OF CLASSIFICATION.....	45
42 REVIEW OF CONTRACTED HOURS	45
43 EMPLOYMENT TYPES.....	45

44	TEMPORARY OR FIXED TERM CONTRACTS	48
45	CONTRACT OF EMPLOYMENT	48
46	PROBATION.....	49
47	HOURS OF WORK	49
48	OVERTIME	57
49	PUBLIC HOLIDAYS	59
50	ROSTER.....	61
51	ADDITIONAL HOURS - PART TIME	63
52	MINIMUM ENGAGEMENT (FULL-TIME AND PART-TIME EMPLOYEES)	63
53	SHIFT VARIATION	63
54	SHIFT WORK.....	63
55	MULTI SKILLING.....	64
56	HIGHER DUTIES	64
57	DAYLIGHT SAVING	64
58	MOTOR VEHICLES	65
59	TRAVELLING	66
SECTION G - CHANGE MANAGEMENT		67
60	CONSULTATION AND PROCEDURES.....	67
SECTION H - DISPUTE AND DISCIPLINARY PROCEDURES		69
61	DISPUTE RESOLUTION PROCEDURE	69
62	DISCIPLINARY PROCEDURE.....	69
63	TERMINATION OF EMPLOYMENT	70
64	REDUNDANCY.....	72
SECTION I – AGREEMENT MATTERS, VARIATION AND SIGNATORIES		76
65	SCHEDULES / APPENDICES	76
66	VARIATION OF AGREEMENT.....	76
SIGNATORIES TO THE AGREEMENT		77
SECTION J – APPENDIX AND WAGE SCHEDULE		80
APPENDIX A – EMPLOYMENT CLASSIFICATIONS		80
CLASSIFICATION STRUCTURE - NURSES.....		80
NURSE CLASSIFICATIONS		81
REGISTERED NURSE CLASSIFICATIONS		81
ENROLLED NURSE CLASSIFICATIONS		89
AGED CARE EMPLOYEE CLASSIFICATIONS		94
COMMUNITY EMPLOYEES.....		104
APPENDIX B - SUPPORTED WAGES		124
SCHEDULE A – PAY SCHEDULE		127

SECTION A - SCOPE OF THIS AGREEMENT

1 NAME OF AGREEMENT

This Agreement shall be called the *Uniting AgeWell Enterprise Agreement (Tasmania) 2022* (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 between the hours of 6:00 pm and midnight Monday to Friday, or for a Community Employee a shift that concludes between the hours of 7:00pm and at or before midnight Monday to Friday.
- 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) 2022*.
- 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.
- 2.6 **'Community Employee'** means an Employee employed in a classification listed in the 'Community Employees' pay schedule in Schedule A.
- 2.7 **'Day shift'** means a shift worked between the hours of 6:00am and 6:00pm Monday to Friday, except for Community Employees where day shift refers to ordinary hours between 6:00am to 7:00pm Monday to Friday.
- 2.8 **'Day worker'** means an Employee whose ordinary hours of work are worked as Day shift.
- 2.9 **'Full time Employee'** means a person engaged to work for the full ordinary hours as prescribed, as per clause 43.1.
- 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 **'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.
- 2.12 **'NES'** means the National Employment Standards as described in Part 2.2 of the *Fair Work Act 2009*.

- 2.13 **'Night shift'** means a shift that is not a day shift or afternoon shift.
- 2.14 **'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.
- 2.15 **'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.
- 2.16 **'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.
- 2.17 **'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 47 - Hours, excluding work performed outside the span of hours and paid in accordance with Clause 48 - Overtime.
- 2.18 **'Shift worker'** means an Employee other than a day worker. This is not a definition for 'shift worker' for the purposes of annual leave.
- 2.19 **'UA'** means Uniting AgeWell Limited.
- 2.20 **'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.
- 2.21 **'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.
- 2.22 **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.
- 2.23 **Aged and Community Care (ACC) Employees Definitions**
- a) **'ACC Employee'** means an Employee other than a Registered or Enrolled Nurse whose employment would, but for this Agreement, be regulated by the *Aged Care Award 2010, the Social, Community, Home*

3 SCOPE OF AGREEMENT AND PARTIES BOUND

The Agreement shall apply to:

- 3.1 Uniting AgeWell Limited (UA) in respect to its residential and community aged care services in Tasmania; and
- 3.2 all Registered Nurses, Enrolled Nurses and ACC Employees employed by UA 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 2 January 2025. Thereafter the Agreement has force in accordance with the Act.

The parties agree that discussions shall commence for a new agreement no later than three 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 his or her 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, Employees who are bound by this Agreement shall be paid, in accordance with SCHEDULE A – PAY SCHEDULE, the following wage increases:

- a) 1.5% from the first full pay period on or after the date of operation of this Agreement;
- b) 1.5% from the first full pay period on or after 1 September 2023;
- c) 1.5% from the first full pay period on or after 1 March 2024
- d) 1.5% from the first full pay period on or after 1 September 2024.

9.2 Trainees

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

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

9.4 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 AGED CARE WORK VALUE OUTCOME IMPLEMENTATION

(a) Object of this clause

- (i) The object of this clause is, as far as is practicable, to pass on the increases awarded in the Aged Care Work Value Case (**ACWVC**) (Matter Numbers: AM2020/99, AM2021/63 and AM2021/65) to the relevant Agreement classifications. Such increases in rates are to be commensurate with Commonwealth funding and take into account oncosts as stated.
- (ii) The Fair Work Commission has handed down its first decision that the relevant classifications (Registered Nurses, Enrolled Nurses, Personal Care Workers, Lifestyle and Head Chefs/Cooks (aged care employee level 4-7 provided the employee is the most senior chef or cook engaged in a facility)) in the Awards will be increased by 15% from 30 June 2023. It is anticipated that the Fair Work Commission will hand down further decisions and the process set out in this clause will apply.

(b) Definitions

- (i) “relevant Employees” means those employees to whom the Agreement applies and who are performing work which would have been covered by

classifications in the *Nurses Award 2020* or *Aged Care Award 2010* subject to variations arising from the ACWVC.

- (ii) “oncosts” means all costs associated with superannuation, WorkCover premiums, payroll tax (where applicable), penalty rates, overtime, leave loading, allowances, shift allowances, higher duties, senior allowances, qualifications allowances, leave entitlements, any other separately identifiable amounts which are calculated by reference to the ordinary rate of pay, back filling of staff absences (including for reasons such as leave, training and public holidays) across all shifts and days.
- (c) At the commencement of this Agreement any increase to Award base rates of pay arising from the ACWVC has not yet been implemented. The Employer acknowledges that where, as a result of the ACWVC, the Award base rate of pay for a relevant Employee at any time exceeds the ordinary rate of pay payable to the Employee under the Agreement, then in accordance with clause 9.4 the relevant Employee’s ordinary rate of pay will default to that higher Award base rate of pay at a minimum.
- (d) Where the Commonwealth Government provides the Employer with any additional funding relating to the ACWVC increase to Award base rates of pay for relevant Employees, the Employer commits to pass that funding to the relevant Employees without making deductions from the amount provided by the Commonwealth Government for purposes other than wages or oncosts.
- (e) The Employer and Unions covered by this Agreement will meet within 28 days of the Commonwealth providing the additional funding, to discuss how that Commonwealth funding will be passed on to the relevant Employees. The discussions will focus on how the actual amount of additional funds is received and how those funds are distributed to the relevant Employees.
- (f) In accordance with subclause (d) and subject to the discussions at subclause (e), allowances, penalties, incentives, overtime rates, loadings or any other separately identifiable amounts usually adjusted at the same time as wage increases, are to be increased commensurate with funding received by the Employer in support of the ACWVC, excepting where Agreement rates provide for a greater benefit to Employees.

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 61, 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 ECA's 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 - COMMUNITY

19.1 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 - COMMUNITY

A 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 ACC 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) 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. 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.
- c) UA will monitor workload and skills mix of Employees and respond as soon as practicable to concerns raised.
- d) 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.
- e) Where staff replacement is required, UA will make every practical effort to fill the position as soon as practicable.
- f) 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 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, Community Employees or Maintenance, as applicable) in accordance with SCHEDULE A – PAY SCHEDULE.
- b) Weekend – Community

For the purposes of weekend community on-call allowance, a weekend is specified as each 24 hour period or part thereof during which the 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 48 - 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 48 - 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 48 - 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 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 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 Employer 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.

SECTION E – PROFESSIONAL DEVELOPMENT

29 STUDY LEAVE

29.1 All full time Employees are entitled to six (6) days paid study leave per annum (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 annum.

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.

29.2 Study leave is non-cumulative

29.3 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.

29.4 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.

29.5 Paid study leave is calculated on the ordinary rate of pay and shall not be included in the calculation of hours for the purposes of overtime.

30 COMPULSORY MEETINGS, EDUCATION AND TRAINING

30.1 Staff meetings – Community

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 30.2 and is held outside an Employee's rostered ordinary hours, Community Employees will receive minimum pay of one (1) hour per meeting.

30.2 Staff training – Community

All 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. 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.

30.3 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.

30.4 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 30.3, and is attended outside of normal rostered hours, Residential Employees will receive a minimum pay of one (1) hour per meeting.

30.5 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 agreed additional hours for part-time Employees in accordance with, and subject to, clause 51), or outside a casual Employee's shift (including any agreed additional hours), such time will be paid at the applicable overtime penalty rate.

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

30.7 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.

31 DELEGATES RIGHTS FOR THE PURPOSES OF DELEGATE TRAINING

31.1 UA recognises the right of all Employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.

31.2 UA will recognise delegates from ANMF and HACSU in each workplace for the purposes of training upon receipt of written notification from each of the respective Unions.

31.3 A delegate will be released on unpaid leave to attend union business in accordance with the following:

- a) 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;
- b) 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
- c) subject to operational requirements UA shall not unreasonably refuse such a request.

31.4 For approved leave a delegate may access leave without pay, Annual Leave or Long Service Leave (where the training is a minimum of 5 consecutive days), for the purposes of attending such training. If a 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 delegate. Delegate training leave shall not be included in the calculation of hours for the purposes of overtime.

31.5 An Employee may apply for professional development and study leave as per clause 29.

31.6 Notice Board

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

SECTION F - LEAVE PROVISIONS

32 ANNUAL LEAVE

32.1 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.

32.2 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.

32.3 Period of Leave

32.4 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.

32.5 In addition to the entitlement in clause 32.4, 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.

32.6 Additional Leave

In addition to the annual leave prescribed in clause 32.4, 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

- b) for nurses (other than Directors of Nursing and Care Managers) – an Employee who:
 - (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 in the yearly period during which their annual leave accrues; and/or
 - (ii) is regularly rostered over seven days of the week and regularly works on weekends.
- c) for Community Employees – an Employee who:
 - (i) works their ordinary hours of not less than four hours per shift on 10 or more weekend days in the yearly period during which their annual leave accrues; and/or
 - (ii) during the yearly period in respect of which their annual leave accrues, works at least eight 24-hour care shifts in accordance with clause 47.11g).

32.7 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 49– 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 49 - 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.

32.8 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.

32.9 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 32.9a), "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 32.9(b) above and not the projected roster.

32.10 Calculation of Continuous Service

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

32.11 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.

32.12 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.

32.13 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.

33 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.

33.1 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 14 weeks' paid primary carer leave at the ordinary rate of pay, provided further that the paid leave entitlement for an eligible Employee commencing paid primary carer leave on or after the date of operation of the Agreement will be 15 weeks;
- 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.

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.

33.2 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.

33.3 Paid primary carer leave and paid partner leave in accordance with clauses 33.1 and 33.2 above which commences on or after the date the Agreement comes into operation will attract payment by the Employer of superannuation guarantee contributions at the applicable superannuation guarantee rate specified by the Superannuation Legislation.

33.4 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;
- (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.

34 LONG SERVICE LEAVE

34.1 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.

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

34.3 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.

34.4 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.

34.5 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.

34.6 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.

34.7 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.

34.8 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.

34.9 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).

35 PERSONAL/CARER'S LEAVE

35.1 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).

35.2 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.

35.3 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.

35.4 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.

35.5 The Employee must establish by production of a medical certificate or statutory declaration in accordance with 35.8, 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.

35.6 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).

35.7 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.

35.8 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 single days (non accumulative) in any one year (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.

35.9 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.

35.10 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 35.6. 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.

35.11 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.

35.12 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.

35.13 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 FAMILY AND DOMESTIC VIOLENCE LEAVE

36.1 For the purpose of this clause:

- a) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful;
- b) **family member** means:
 - (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) a person 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 family member in clause (b)(i) includes a former spouse or de facto partner

36.2 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 it is impractical for the Employee to do that thing outside their ordinary hours of work.

36.3 For casual Employees:

- a) the leave entitlement in clause 36.2 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 36.2 that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.

36.4 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.

36.5 The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence

36.6 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.

36.7 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.

36.8 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 be unnecessary to access significant detail related to the precise circumstances of the family and domestic violence.

36.9 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.

36.10 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.

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

36.12 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.

37 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.

38 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.

38.1 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 38.1b) and 38.1c) 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 38.1 b) and 38.1c), 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

38.2 Unpaid compassionate/bereavement leave

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

39 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, the Country Fire Authority, Defence Reserve, search and rescue unit or other similar volunteer service, in the event of a civil emergency or disaster.

39.1 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.

39.2 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.

39.3 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

40 CEREMONIAL LEAVE

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

- a) for the purpose of observation of religious occasions; OR
- b) where there is a cultural day of significance to the Employee.

40.2 A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.

40.3 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.

40.4 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.

40.5 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

41 NOTIFICATION OF CLASSIFICATION

The Employer shall notify each Employee in writing:

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

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

42 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:

42.1 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

42.2 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.

43 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).

43.1 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 47, 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 47 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.

43.2 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 43.2a) 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 47.6 - Special rates for Saturdays and Sundays and clause 54- 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 43.2f) to 43.2i).
- e) If, on commencement of employment, a part-time Employee elects to exercise their right to a guaranteed regular pattern of work, then subclauses 43.2f) to 43.2h) will apply in lieu of subclause 43.2a).
- 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 43.2f) does not apply then subclause 43.2a) 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 43.2f) above, to a more flexible arrangement in accordance with subclause 43.2a), 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.

43.3 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 30):

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

43.4 Casual Conversion

- a) A casual Employee may have a pathway to permanent employment in accordance with this clause and the NES. Unless, in accordance with the NES, there are reasonable grounds for the Employer not to make the offer, the Employer must make an offer to a casual Employee under this subclause if:
 - (i) the Employee has been employed by the Employer for a period of at least 12 months beginning the day the employment started; and
 - (ii) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time or a part-time Employee (as the case may be).
- b) A casual Employee who, for a period of at least six (6) months, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, they could continue to work as a full-time or a part-time Employee (as the case may be), is also able to request their Employer convert their employment to full or part time (permanent).
- c) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 61, Dispute Resolution Procedure in this Agreement.
- d) The further details of casual conversion will be in accordance with the NES.
- e) 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.

44 TEMPORARY OR FIXED TERM CONTRACTS

- 44.1 Temporary or fixed term employment will only be used for genuine temporary or fixed term arrangements.
- 44.2 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.

45 CONTRACT OF EMPLOYMENT

- 45.1 Except as otherwise provided, employment shall be by the fortnight.
- 45.2 Casual Employees shall be deemed to be employed by the hour.
- 45.3 An Employee, on engagement, shall be classified in accordance with the classification definitions contained in this Agreement.

- 45.4 An Employee (other than a casual Employee) is entitled to be paid in respect of any week, their normal weekly 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 week.
- 45.5 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.
- 45.6 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.
- 45.7 Clause 45.4 will operate subject to the application of the make-up time provisions in clause 50.4 below for Home Care Employees.

46 PROBATION

- 46.1 Employees shall be subject to a probation period of three months from the date the employment commences,
- 46.2 Employees will be advised of the probation period prior to commencing employment.
- 46.3 During the probation period, employment may be terminated by either party with the provision of one week's notice.
- 46.4 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.

47 HOURS OF WORK

- 47.1 Hours for an Ordinary Week's Work
- 47.2 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 or in a four week period 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 10 hours (exclusive of meal breaks), or
- d) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or
- e) for full-time Employees only - in 152 hours per four week period to be worked as nineteen shifts each of eight hours.

47.3 Notwithstanding clause 47.2, 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 or in a four week period, to be worked in a week of five days in shifts of not more than eight hours each. Clause 47.2 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 or in a four week period.

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

- a) Day Worker Employees engaged to work in a day work situation but 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 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%

47.5 Rostered Employees

- a) Employees may be worked in accordance with a roster, subject to Clause 50- 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; nor

- iii. 88 in any 14 consecutive days; nor
 - iv. 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, or up to 10 hours by agreement;
 - (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 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.

47.6 Saturday And Sunday Work – Rostered Employees

47.7 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%

47.8 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%

47.9 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.

47.10 The rates in clauses 47.7 and 47.8 above shall be in substitution for and not cumulative upon the shift work loadings described in Clause 54- Shift work

47.11 Community and Home Carers only

a) Ordinary hours of work

Ordinary hours of work for day worker 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 43.2a)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 47.10.

- c) Travel time between clients and shift blocks – Community
- Community: due to the nature of work, broken shifts may be allocated to 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 \$18.34 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 \$24.27 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
- i. A sleepover means when an Employer requires an 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 sub-clause iii above, will be in addition to the minimum payment prescribed by this subclause.

f) Excursions

Where an 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 47.6 up to a maximum of 10 hours per day. Beyond 10 hours per day, overtime penalty rates will apply.

g) 24-hour care shifts

- i. A **24-hour care** shift requires an 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 48.3.

- 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.

h) Remote work

- (i) Remote Work means the performance of work by an 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 30); 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 48.3	
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.

47.12 Documentation – Community

Where it is agreed that an 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.

47.13 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.

47.14 Broken shifts – Residential

- 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 48—Overtime penalty rates and 54—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.

48 OVERTIME

48.1 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.

48.2 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.

48.3 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%

48.4 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.

48.5 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.

48.6 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 period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. 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.

48.7 Calculating overtime

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

49 PUBLIC HOLIDAYS

49.1 Entitlement

All Employees (other than casual Employees) shall be entitled to holidays on the following days without deduction from their weekly wages:

- a) New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day; and
- b) The following days, as prescribed in the relevant States and localities: Australia Day, Anzac Day, Queen'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.

49.2 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 49.1 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.

49.3 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 49.2b).

49.4 **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

49.5 Provided that 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 violence leave in accordance with the relevant provisions.

49.6 An Employee required to work on any of the holidays mentioned in 49.1, 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.

49.7 Part-time Employees

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.

49.8 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.

50 ROSTER

50.1 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 48 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 48.3 above.

50.2 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).

50.3 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.

50.4 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 Employee must provide the Employer 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.

50.5 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.

51 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 48 will apply.

52 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 30), 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
Part-time Home Care Employees	2 hours

53 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.

54 SHIFT WORK

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

- a) Afternoon shift - 15%;

- b) Night shift – 17.5%

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

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

54.4 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.

55 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 56 - Higher Duties shall apply.

56 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.

57 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.

58 MOTOR VEHICLES

58.1 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 \$0.92 per kilometre.

58.2 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.

58.3 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.

58.4 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.

58.5 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 58.6 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.

58.6 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.

59 TRAVELLING

59.1 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.

59.2 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 58.1.

SECTION G - CHANGE MANAGEMENT

60 CONSULTATION AND PROCEDURES

60.1 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.

60.2 "Significant effects"

Significant effects referred to in clause in 60.1 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.

60.3 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 60 including discussion about:

- a) the introduction of changes referred to in clause 60;
- 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.

60.4 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.

60.5 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.

60.6 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.

SECTION H - DISPUTE AND DISCIPLINARY PROCEDURES

61 DISPUTE RESOLUTION PROCEDURE

- 61.1 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.
- 61.2 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.
- 61.3 If the dispute is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.
- 61.4 The above steps shall take place within seven (7) days or such longer period as may be mutually agreed.
- 61.5 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.
- 61.6 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.
- 61.7 The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision of FWC.

62 DISCIPLINARY PROCEDURE

62.1 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.

62.2 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.

62.3 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.

62.4 Dispute over disciplinary action

If a dispute should arise over the above disciplinary procedure, then dispute resolution processes as specified in clause 61 will apply.

62.5 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.

62.6 Summary Dismissal

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

62.7 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.

62.8 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.

62.9 Probationary Employees

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

63 TERMINATION OF EMPLOYMENT

63.1 Notice of termination by UA

In order to terminate the employment of an Employee, and subject to clause 63.4, 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

63.2 Employees over 45 years of age

In addition to the notice in clause 63.1, 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.

63.3 Payment in lieu of notice

Payment in lieu of the notice prescribed in 63.1 and/or 63.2 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.

63.4 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 46.3 will apply);
5. to casual Employees.

63.5 Continuity of service

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

63.6 Notice of termination by the Employee

- a) The notice of termination required to be given by an 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) Subject to financial obligations imposed on UA by the Act, 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 the ordinary time rate of pay for the period of notice not given, in accordance with the requirements of section 324(1)(b) of the Act..

63.7 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.

64 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.

64.1 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.

64.2 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 63.1

64.3 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.

Tim Jacon

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.

64.4 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

64.5 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.

64.6 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 64.6c) 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 64.9.

64.7 Week's pay definition

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

64.8 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.

64.9 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.

64.10 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.

64.11 Employees with Less Than One Year's Continuous Service

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

64.12 Transfer of employment

Notwithstanding any other provisions in this clause 64, section 122 of the Act will apply in relation to transfer of employment situations.

64.13 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

64.14 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

65 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.

66 VARIATION OF AGREEMENT

66.1 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) 2022



.....

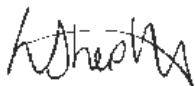
Print name: Gen Toop

General Manager People & Culture
Uniting AgeWell

[Signed on behalf of the Employer, Uniting AgeWell]

Address: 130 Lonsdale Street, Melbourne 3000

Date: 6/4/23



.....

Print Name: Emily Shepherd

Signature [on behalf of appointed Employee bargaining representative
Australian Nursing & Midwifery Federation (Tasmanian Branch)]

Authority to sign: I, Emily Shepherd, as Branch
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 Street, Hobart 7000

Date: 12 April 2023



.....

Print Name Tim Jacobson

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

Authority to sign: I, Tim Jacobson, as State 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 7008

Date: 21 April 2023

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 the date of operation of the Agreement

For the purposes of appointment, a Registered Nurse Level 1 Employee who commences employment with UA on or after the date of operation of the Agreement 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 – classification translation and progression for Registered Nurse Level 1 Employees employed by UA immediately prior to the Agreement coming into operation

The classification of a Registered Nurse Level 1 Employee who is employed by UA immediately prior to the date of operation of the Agreement will translate in accordance with the table below from the date of operation of the Agreement:

Classification under the <i>Uniting AgeWell Enterprise Agreement (Tasmania) 2018-2022 (AE505975)</i>	Translated classification under the Agreement from the date of operation
Registered Nurse Level 1, 1 st year of service	Registered Nurse Level 1, Pay Point 1
Registered Nurse Level 1, 2 nd year of service	Registered Nurse Level 1, Pay Point 2
Registered Nurse Level 1, 3 rd & 4 th year of service	Registered Nurse Level 1, Pay Point 3
Registered Nurse Level 1, 5 th & 6 th year of service	Registered Nurse Level 1, Pay Point 4
Registered Nurse Level 1, 7 th year of service	Registered Nurse Level 1, Pay Point 5
Registered Nurse Level 1, 8 th year of service	Registered Nurse Level 1, Pay Point 6

A Registered Nurse Level 1 Employee employed by UA immediately prior to the date of operation of the Agreement 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.

Registered nurse—level 4 (RN4)

1.1
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 Extended Care Assistant obtains a certificate/qualification that entitles them to a higher 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 and 4 classifications will be in accordance with the following:

- Pay Point A means first year of experience (as defined in clause 2.20);
- Pay Point B means second year of experience (as defined in clause 2.20);
- Pay Point C means third year of experience (as defined in clause 2.20).

The Extended Care Assistants structure is as follows: -

Extended Care Assistant Unqualified (Level 2) – ACC Level 3

Means a person who is unqualified (i.e., does not hold a Certificate 3 or Certificate 4 in Aged Care) and employed to provide care to residents in accordance with guidelines predetermined by the Employer and be subject to direct supervision.

Extended Care Assistant (Level 3) – ACC Level 4

Means an Employee who holds a Certificate 3 qualification in Aged Care that has been issued by a registered training organisation and is employed to provide direct care to residents in accordance with guidelines predetermined by the Employer and be subject to direct supervision.

Extended Care Assistant (Level 4) – ACC Level 5

Means an Employee with medication awareness who holds a Certificate 4 qualification in Aged Care that has been issued by a registered training organisation and is employed to provide direct care to residents in accordance with guidelines predetermined by the Employer and be subject to direct supervision.

Leisure & Lifestyle Employees

Where a Leisure & Lifestyle Employee obtains a certificate/qualification that entitles them to a higher 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 & Lifestyle (Entry) – ACC Level 3

Means a person who is unqualified or who does not hold a Certificate 4 or Diploma in Leisure and Lifestyle / Diversional Therapy, and is employed to provide activities/diversional therapy to those residents of a residential aged care facility. Such an Employee would not possess any relevant accredited training.

Such a person assists with the planning and implementation of lifestyle enhancement programmes under direct supervision and in co-operation with other members of the aged care team.

Leisure & Lifestyle (Cert 4) – ACC Level 5

Means an Employee who holds a Certificate 4 qualification in Leisure and Lifestyle, Diversional Therapy or other relevant Certificate 4 qualification to the Employer's satisfaction that has been issued by a registered training organisation and is employed to provide activities/diversional therapy to those residents of a residential aged care facility.

Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related resident enhancement programmes where required under the supervision and direction of a Lifestyle Co-ordinator or other member of staff in co-operation with other members of the aged care team.

Leisure & Lifestyle (Diploma) – ACC Level 5

Means an Employee who holds a Diploma in Leisure and Lifestyle, Diversional Therapy or other relevant Diploma qualification to the Employer's satisfaction that has been issued by a registered training organisation and is employed to provide activities/diversional therapy to those residents of a residential aged care facility.

Such a person will plan and implement lifestyle enhancement programmes under limited supervision and in cooperation with other members of the aged care team. This Employee may be required to hold a First Aid Certificate and may also be required to hold a valid Tasmanian Bus Driving Licence.

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 2.20); and
- Pay Point B means second year of experience (as defined in clause 2.20).

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	Food services
Administrative Employee Level 1 Services Employees Level 2 - Laundry hand, Cleaner, Gardener (non-trade), Maintenance/Handyperson (unqualified), Driver (less than 1 ton)	Services Employees Level 2 - Food services assistant

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	Personal care
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 Employee level 3 - Cook	ECA Unqualified Level 2 Leisure & Lifestyle (Entry)

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.

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
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)	ECA Level 3 certificate 3

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 and must hold a relevant qualification (Certificate IV) in Aged Care specific

course and / or holds a current Medication Endorsement and is required by UA to use such qualification.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Administrative Employee Level 5 - Secretary interpreter (unqualified)	Services Employee Level 5 - Chef	ECA Level 4 (cert 4)
Services Employee, Level 5 Maintenance		Leisure & Lifestyle (cert 4)
		Leisure & Lifestyle (Diploma)

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
Services Employee Level 6 - Maintenance tradesperson (advanced), Gardener (advanced)	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

COMMUNITY EMPLOYEES

Home Care Employees

For the purpose of this Agreement, Home Care Employees refers to Employees employed to deliver care and related activities in client homes. This category of worker works under limited direction in the application of practices, procedures and guidelines which are well established, with instructions which clearly state work process, procedures and policies; specific instructions and assistance is limited to unusual or complex features.

Progression

The following progression;

- All Employees commence on Level 1 (Home Care Level 1)
- Progression to Level 2 (Home Care Level 2) will occur after 1976 hours or 2 years at Level 2, whichever comes first.
- Progression to Level 3 (Home Care Level 3) will occur after 1976 hours or 2 years at Level 2, whichever comes first.

- Experienced and qualified Employees can be engaged up to Level 3 provided documentary evidence is given by the person. An example is their CV with referee verification.

Community Services Employee Classifications

COMMUNITY SERVICES EMPLOYEE - LEVEL 1

Qualifications, Training and Experience

Appropriate, relevant experience; or

Attainment through previous, relevant experience, an equivalent level of skills to undertake the range of activities required.

May be required to undertake on-the-job training.

Characteristics of the Level

General features of 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 skills to the work of the organisation. In addition, Employees may assist higher classified Employees with specific projects.

Employees will be responsible for managing time, planning and organising their own work.

Positions at this level will involve the Employee in extensive on-the-job training including familiarisation with goals and objectives of the workplace.

Requirements of the Job

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

- skills in oral and written communication with clients and other members of the public;
- demonstrated ability to communicate with, and relate effectively to, clients;
- working knowledge of established work practices, procedures and policies relevant to the workplace/work area;
- developing knowledge of statutory requirements relevant to the workplace;
- understanding of basic computing concepts.

Indicative Tasks and Functions

Performs a range of tasks/activities and achieve outcomes/results which are clearly defined and attainable.

Provision of routine information and internal referral.

Maintain basic information systems including client/service records.

Responsibility

An Employee at this level:

- works under close direction, receiving specific instructions on requirements and methods;
- direction is task and outcome oriented;
- works under regular immediate supervision, work in progress may be subject to checking and outcomes are closely monitored;
- exercises limited initiative/judgment within established practices, procedures and/or guidelines.

Problem solving and freedom to act is limited by established practices, procedures and/or guidelines.

Assistance from higher classified Employees is readily available when problems exceed defined limits.

COMMUNITY SERVICES EMPLOYEE - LEVEL 2

Qualifications, Training and Experience

Attainment through previous relevant experience, service and/or study of an equivalent level of skills to undertake the range of activities required; may be required to undertake relevant on-the-job training.

Characteristics of the Level

General features of this level include performing a range of activities using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from higher classified Employees.

Employees may receive instruction on the broader or more complex aspects of the work. In addition, Employees may provide assistance to lower classified Employees.

Positions at this level allow Employees the scope to exercise initiative within procedures, methods and guidelines and to oversee and guide lower classified Employees. Employees with supervisory responsibilities may undertake some moderately complex operational work and may undertake planning and co-ordination of activities within a workplace. Such Employees will commence on the second grade.

Employees will be responsible for managing and planning their own work and that of lower classified Employees.

Requirements of the Job

- Some, or all, of the following are needed to perform work at this level.
- Sound knowledge of work activities performed within the workplace;
- Sound knowledge of procedural/operational methods of the workplace;
- Working knowledge of statutory requirements relevant to the workplace;
- Ability to apply computing concepts.

Indicative Tasks and Functions

Performs a range of activities in a defined area and/or is responsible for a collection of activities within the workplace;

Provides client support services, including provision of basic information and (external) referral services on an individual, group or community basis;

Assists or participates in activities which require the adaptation/interpretation of practices, procedures or guidelines, under the guidance of higher classified Employees.

Responsibility

An Employee at this level:

- Works under general direction in the application of well established practices, procedures and/or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;
- Works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks/situations;
- Exercises initiative/judgement and has freedom to act within established practices, procedures and/or guidelines;
- Works under the immediate supervision of a higher classified Employee and assistance is available when problems occur.

PROVIDED that an Employee at this level may be required to remain on the premises of a residential service overnight, without an immediate supervisor present, in either a shiftwork or sleepover capacity. During this period the Employee shall work within established guidelines, practices and procedures. Advice and assistance would be readily available from senior Employees. In such circumstances an Employee would not be expected to perform duties or exercise discretion at the level of a higher classified position. In such circumstances the Employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

May oversee or provide guidance to lower classified Employees and/or volunteers.

COMMUNITY SERVICES EMPLOYEE - LEVEL 2 B

Qualifications, Training and Experience

Appointment to a position under this classification;

Relevant Certificate III including personal carer, support worker, therapy assistant and administrative support;

Attainment through previous relevant experience, service and/or study of an equivalent level of skills to undertake the range of activities required;

- may be required to undertake relevant on-the-job training.

Characteristics of the Level

General features of this level include performing a range of activities using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from higher classified Employees.

Employees may receive instruction on the broader or more complex aspects of the work. In addition, Employees may provide assistance to lower classified Employees.

Employees engaged to provide personal care and support to clients may be required to perform relevant duties in the clients own home.

Employees with administrative responsibilities may be required to prepare reports for managers and committees, to have input into budget preparation and maintain agency records and files.

Positions at this level allow Employees the scope to exercise initiative within procedures, methods and guidelines and to oversee and guide lower classified Employees.

Employees will be responsible for managing and planning their own work and may be responsible for managing and planning the work lower classified Employees.

Requirements of the Job

- Some, or all, of the following are needed to perform work at this level:
- Sound knowledge of work activities performed within the workplace;
- Sound knowledge of procedural/operational methods of the workplace;
- Working knowledge of statutory requirements relevant to the workplace;
- Ability to apply computing concepts.

Indicative Tasks and Functions

Performs a range of administrative duties in a service or programme;

Provides client support and care services, including the provision of support and care services in a clients home;

Assists or participates in development or adaptation of practices, procedures or guidelines, relate to their area of work, under the guidance of higher classified Employees.

Responsibility

An Employee at this level:

- Works under general direction in the application of well established practices, procedures and/or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;
- Works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks/situations;
- Exercises initiative/judgement and has freedom to act within established practices, procedures and/or guidelines;
- Works without the immediate supervision of a higher classified Employee. Advice and assistance is available from higher classified Employees when problems occur.
- Employees engaged to provide personal care and support to clients are required to work on their own.

- May oversee or provide guidance to lower classified Employees and/or volunteers.

The Employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

COMMUNITY SERVICES EMPLOYEE - LEVEL 3

Qualifications, Training and Experience

Relevant Degree (in which case commencement at grade 3).

Relevant Diploma or Associate Diploma without experience; or

Attainment through previous appointments, service and/or study an equivalent level of skills to undertake the range of activities required.

Characteristics of the Level

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills. Assistance is available from higher classified Employees. Employees may receive instruction on the broader aspects of the work. In addition, Employees may provide assistance to lower classified Employees.

Positions at this level allow Employees the substantial scope for exercising initiative and discretion in the application of established work procedures.

At this level, Employees may be required to supervise a limited number of lower classified Employees within a single programme 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. Employees will be responsible for managing and planning their own work, and exercising autonomy in the selection of tasks, methods and procedures.

Requirements of the Job

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

- comprehensive knowledge of activities performed within the organisation;
- sound knowledge of policies and procedures of the organisation;
- developing professional or specialised knowledge;
- working knowledge of guidelines or statutory requirements relevant to the organisation.

Employees with supervisory responsibilities should have a working knowledge of the principles of human resource management and be able to assist lower classified Employees with on-the-job training.

Indicative Tasks and Functions

Undertake responsibility for various activities in a specific area.

Exercise responsibility for a function within the organisation.

Provide extensive client services within a specific area.

Undertake basic assessment and case management duties within established guidelines.

Plan and co-ordinate client services, including training.

Participate in the adaptation, modification and interpretation and development of practices, procedures and guidelines within a team or under the guidance of higher classified Employees.

Co-ordinate elementary service programmes, or a single programme, at a more complex level under guidance of a more higher classified Employee.

Employees required to perform specialised functions at this level would undertake at least some of the following:

- undertake some minor phase of a broad or more complex assignment;
- provide assistance to higher classified Employees;
- perform duties of a specialised or professional nature;
- provide a range of information services;
- plan and co-ordinate elementary community-based projects or programmes;
- perform moderately complex functions, including social planning, demographic analysis, survey design and analysis.

Responsibility

An Employee at this level:

- works under limited direction in the application of practices, procedures and guidelines which are well established, with instructions which clearly state work processes, procedures and policies; specific instruction and assistance is limited to unusual or complex features;
- works under minimal general supervision from a higher classified Employee or management, or work as a member of a team; decision's may be reviewed by higher classified Employees or management;
- has freedom to act and exercises considerable initiative within established practices, procedures and policies, with problems usually solved by reference to documented procedures and policies;
- may be a sole Employee in a single programme area with discrete operational responsibility, provided not required to exercise delegated functions related to management of the organisation.

COMMUNITY SERVICES EMPLOYEE - LEVEL 4

Qualifications, Training and Experience

Relevant Degree with relevant experience; or

Relevant Diploma or Associate Diploma with considerable experience; or

Lesser formal qualifications with substantial years of relevant experience; or

Attainment through previous appointments, service and/or study, an equivalent level of skills to undertake a range of activities.

Characteristics of the Level

General features of 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 and to exercise considerable discretion and initiative. In addition, Employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision of Employees or volunteers in a single program area.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas. Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified Employees and/or volunteers where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

Requirements of the Job

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

- Comprehensive knowledge of statutory requirements relevant to the work;
- Comprehensive knowledge of organisation policies and activities and the role of the organisation and its services and/or functions;
- Specialists require an understanding of the underlying principles in a relevant discipline.
- The capacity to respond appropriately to client needs and manage potential conflict of interest.

Indicative Tasks and Functions

- Assess, identify and respond to needs of clients with complex and multiple needs, including appropriate referral to other services.
- Undertake activities which may require the Employees to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined.
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.
- Identification of specific or desired performance outcomes.
- Contribute to interpretation and development of policies and practices in areas of work for which there are no clearly established procedures.
- Provide assistance on grant applications, including research or collection of data.

- Undertake a wide range of activities or functions associated with programme or service delivery within a single programme or a limited range of closely related programmes.
- Recruit, train, co-ordinate volunteers in a single programme.
- Participate in interagency projects, collaborate in service delivery with other agencies and participate in external forums, working parties or reference groups that may relate to development of governmental policies or service/program standards.

Where the primary responsibility lies in a specialised field, Employees at this level would undertake at least some of the following:

- liaise with other specialists at a technical level;
- discuss techniques, procedures and/or results with clients on straightforward matters;
- lead a team within a specialised project;
- provide reference, research and/or technical information services;
- carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- under limited direction undertake tasks of a specialised, novel, complex and/or critical nature;
- perform a range of planning functions which may require knowledge of statutory and legal requirements;
- Participate in the planning and co-ordination of a community programme of a complex nature, including development, implementation and evaluation.

Where the position has significant co-ordination/management functions the Employee may be required to:

- perform duties without reference to a higher classified Employee;
- coordinate a single programme service or a small local community service with a limited range of related programmes;
- Perform duties related to the management of a local service organisation including input into budgets, strategic planning and policy development and implementation, and compliance with internal and external standards, and statutory requirements;
- Facilitate change processes.

Responsibility

An Employee at this level:

- works under broad direction, from higher classified Employee (or committee or board in the case of a coordinator/manager) with instructions related to established objectives, policies and procedures;
- may work under professional supervision; operates independently with limited reporting;
- exercises considerable initiative, discretion or professional judgment and has a high degree of responsibility for service delivery within the constraints of organisational policy;
- participates in the development of practices, procedures and policies;

- provides supervision within the limits of skill and experience.

A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other Employees engaged to perform duties at this level or higher.

COMMUNITY SERVICES EMPLOYEE - LEVEL 5

Qualifications, Training and Experience

Relevant Degree with considerable experience; or

Relevant Diploma or Associate Diploma with extensive experience; or

Qualifications in more than one discipline; or

Attainment through previous appointments, service and/or study, an equivalent level of skills to undertake the range of activities required.

An Employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

Characteristics of the Level

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.

Employees adhere to established work practices. However, they may be required to exercise initiative and discretion where practices and procedures are not clearly defined; and to contribute to the development of practices and policies.

General features of this level indicate involvement in establishing organisation program and procedures. Positions will include a range of work functions and may involve the supervision of Employees or volunteers across a range of functions or program for which the Employee is responsible. 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 specialist advice to Employees classified at a lower level.

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 workflows in their area of responsibility.

Employees are required to participate effectively and make substantial contribution to the review of work practices, ongoing evaluation and reporting.

Employees are required to set priorities, plan and organise their own work and that of lower classified Employees and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and Employees.

Employees responsible for projects and/or functions will be required to establish, monitor and evaluate outcomes in relation to organisational goals.

Requirements of the Job

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

- Comprehensive knowledge of statutory requirements relevant to the work;
- Detailed knowledge of organisation activities, programmes, policies and of the role, structure and services of the organisation;
- Sound specialised knowledge;
- Extensive understanding of legal obligations in relation to client issues and capacity to manage potential conflicts of interest and to integrate service delivery and statutory requirements;
- Ability to apply theory based policies to develop procedures consistent with workplace and programme requirements.

Indicative Tasks and Functions

- Exercise responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.
- Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration.
- Undertake a minor phase of a broad or more complex specialised assignment.
- Assist with the preparation of, or prepare organisation or programme budgets in liaison with management.
- Set priorities and monitor workflow in the areas of responsibility.
- Provide specialist advice to Employees classified at lower levels.
- Operate as a specialist Employee in the relevant discipline where decisions made and taken rest with the Employees without reference to a higher classified Employee.
- Recruit, train, co-ordinate volunteers in a number of programmes.
- Plan, develop, co-ordinate and administer the operation of a service with a range of related programmes, including financial management and reporting.
- May be required to participate in the recruitment and selection of staff.
- Collaborate with Employees of own and other agencies in the development and implementation of assessment and intervention strategies and services.
- Design, develop, implement, monitor and evaluate early intervention strategies.
- Identify and respond to complex client issues and needs, which may include hostile, aggressive or involuntary clients.
- Participate (internally and with other agencies and organisations) in the development, implementation or review of protocols and inter-service agreements.
- Represent the organisation or service in consultative committees, working parties or reference groups, interagency and community sector-government negotiations; including the development of protocols, inter-service agreements, government policies and departmental strategies, and the development of industry/sector policy and standards.
- Work within a complex risk assessment framework.

Where the prime responsibility lies in specialist services, Employees at this level would undertake at least some of the following:

- under limited direction, undertake a variety of tasks of a specialised, novel, complex and/or critical nature;
- provide reports on progress of programme activities including recommendations;
- exercise specialised judgment;
- carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
- exercise a high level of interpersonal skills in dealing with the public and other organisations;
- Plan, develop, implement and/or operate a community service organisation within limits of responsibility and skills.

Where the position has significant co-ordination/management functions the Employee may be required to:

- Contribute to the development of governmental policies and strategies;
- Facilitate change processes; and ensure compliance with internal and external standards and statutory obligations.

Responsibility

An Employee at this level:

- Works under broad direction from a higher classified Employee or a committee or board of management, with instructions in the form of broadly stated objectives and policies;
- may work under professional supervision and accountability is by way of reporting to higher classified Employees or committee/board;
- has a high degree of responsibility for effective service delivery in moderately complex programmes or for the organisation;
- exercises considerable initiative and professional judgment in relation to development and implementation of practices, procedures and policies;
- may be involved in management functions related to the development and evaluation of work organisation, organisational goals and objectives;
- may manage a single programme service or organisation, or a service with a limited range of programmes, that may include specialist services.

A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other Employees engaged to perform duties at this level or higher.

An Employee in a management position exercises a considerable level of accountability and responsibility for:

- negotiating on behalf of the organisation within a framework determined by a board or committee or higher classified Employee;
- complex reporting requirements;
- the organisation's involvement in multi-agencies arrangements, e.g. consortia;
- the management of potential conflict of interest in relation to statutory requirements; and between clients and/or staff and/or committee;
- service/programme performance against service agreement/contract requirements.

COMMUNITY SERVICES EMPLOYEE - LEVEL 6

Qualifications, Training and Experience

Relevant Degree with extensive experience; or

Post Graduate qualification; or

Relevant Diploma or Associate Diploma with extensive and comprehensive experience; or

Attained through previous appointments, service and/or study, a level of skills sufficient to perform the duties required at this level.

Employees without formal qualifications and/or training, or equivalent skills may be required to undertake relevant study or training.

Characteristics of the Level

A person employed at this level shall undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An Employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.

General features of this level allow Employees the scope to influence the operational activities of the organisation and would require Employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist with or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and/or expert advice to other Employees. Employees may be required to represent the organisation and to collaborate with other organisations and government agencies in relation to the development of high level policy and practice standards.

Positions at this level will require responsibility for decision making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a programme, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

The management of Employees is normally a feature of this level and Employees are responsible for larger organisation, and may supervise Employees or volunteers in a number of programmes or disciplines and may involve professional supervision. Work may span more than one discipline.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate Employees. Employees will be required to understand and implement effective Employees' management and personnel practices.

Positions at this level may be identified by:

- Impact of activities undertaken or achievement of stated outcomes/objectives for the work area;
- The level of responsibility for decision making;
- The exercise of judgment;
- Delegated authority; and
- The provision of expert advice.

Requirements of the Job

Comprehensive, detailed knowledge of organisation programmes, procedures and policies, relevant work practices and the structure, functions and long term goals of the organisation;

Comprehensive professional or specialist knowledge;

Comprehensive knowledge of management practices and principles, where the position has significant management functions;

High level written communication skills;

Employees in a service delivery role are required to have highly developed specialist knowledge and skills relevant to provision of services to clients with high level, complex needs.

Indicative Task and Functions

- Undertake significant projects and/or functions involving the use of analytical skills.
- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals.
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single, specialist or multi programme service or organisation.
- Provide advice on matters of complexity within the work areas, including developing work practices and procedures; problem definition, planning and exercise of judgment.
- Provide advice on policy matters and contribute to their development.
- Negotiate on matters of significance to the organisation with other bodies and/or member of the public.
- Control and co-ordinate a work area or a larger organisation within budgetary and executive policy constraints.
- Exercise autonomy in establishing the operation of the work area.
- Provide a consultancy service for a range of activities and/or to a wide range of clients.
- Prepare comprehensive reports which may be require to meet external standards.

Where the prime responsibility lies in a specialised field an Employee at this level would undertake at least some of the following:

- provide support to a range of activities or programmes;
- control and co-ordinate projects;
- contribute to the development of new procedures and methodology;
- provide expert advice/assistance relevant to the work area;

- supervise or support other specialised Employees;
- provide consultancy services for a range of activities;
- Develop and provide specialised training programmes for professionals, students and community groups;
- Mediate and resolve complex issues in a high risk context.

Responsibility

An Employee at this level:

- Works under broad or professional direction from a higher classified Employee or committee or board;
- exercises a high degree of initiative and professional judgment and has significant delegated authority;
- may exercise managerial responsibility for a major single programme or a multi programme or specialist service/organisation, in relation to development, implementation and evaluation of policies, procedures and standards, strategic plans and long term objectives.
- has a high level of responsibility arising out of statutory obligations.
- A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other Employees engaged to perform duties at this level or higher.

COMMUNITY SERVICES EMPLOYEE - LEVEL 7

Qualifications, Training and Experience

Qualifications generally beyond those normally acquired through a degree course, and experience in the field of specialist expertise; or

Substantial post graduate experience; or

Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

Attained through previous appointments, service and/or study, a level of skills sufficient to perform the duties of the position.

An Employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

Characteristics of the Level

A person employed as a Community Services Employee - Level 7 shall either: exercise managerial responsibility for an organisation reporting to a committee or board of management; or

operate as a senior specialist working under direction from and accountable to a higher classified Employee.

General features of this level require the Employee's involvement in the initiation and formulation of extensive projects or programmes which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or external to the organisation.

In addition, Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area. Positions may involve supervision of Employees or volunteers across a range of programmes, services or disciplines.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision making with the constraints of organisational policy and require the Employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

Positions at this level may be identified by the significant independence and critical impact of action within the constraints of the organisational policy.

Requirements of the Job

Detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies;

Detailed knowledge of statutory requirements;

Detailed knowledge of relevant aspects of the industry of community social welfare services and government policy;

Detailed professional knowledge, including an appropriate knowledge of principles and practices of effective management and work organisation.

Indicative Tasks and Functions

- Undertake work of significant scope and complexity.
- Participate in high level forums with other organisations and government.
- Manage extensive programme with responsibility for standards of service delivery.
- Ensure compliance with relevant standards and statutory requirements.
- Promote and monitor the achievement of organisational objectives and corporate goals.
- Represent the organisation in forums and meetings with other organisations, peak bodies, national organisations and government.
- Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction.
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.

- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external.
- Manage extensive programme organisation with responsibility for service delivery at multiple worksites.
- Administer complex policy and programme matters.
- Evaluate and develop/revise methodology and techniques with the organisation and apply high level analytical skills in the attainment and satisfying of organisational objectives.

Where the prime responsibility is in a specialised field, Employees at this level would undertake at least some of the following:

- contribute to the development of operational policy;
- assess and review the standards of work of other professional personnel/external consultants;
- initiate and formulate organisational programmes;
- implement organisational objectives within corporate goals;
- develop and recommend ongoing plans and programmes;
- negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government;
- significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.

Responsibility

An Employee at this level:

- works under high level direction from, and is accountable to, board or committee of management, or a higher classified Employee;
- exercises a high degree of initiative, judgement and decision making in respect of all aspects of service organisation and management;
- is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and research, development, implementation and evaluation of services and the organisation as a whole.

COMMUNITY SERVICES EMPLOYEE - LEVEL 8

Qualifications, Training and Experience

High level skills and or qualifications relevant to the requirements of the Level.

An Employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

Characteristics of the Level

An Employee at this level shall have broad delegation in respect of all operational matters and areas of critical impact to the organisation's key result areas.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will carry responsibility for decision making under delegation consistent with organisational policy and require the Employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon

policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

Indicative Organisations

The following are indicative of organisations that may engage an Employee at this level:

Multi-programme, multi-site organisations;
Peak bodies with significant membership and or coverage;
State wide organisations;
State divisions or branches of national organisations;
Other sectoral or industry representative bodies.

Requirements of the Job

High level theoretical knowledge and capacity in relation to strategic management of information, quality assurance and other organisational systems;

Highly developed consultation skills with application to a wider diversity of stakeholders, including government departments agencies and whole of government, other organizations, businesses and individuals; including the development, implementation and evaluation of community consultation strategies;

High level communication and analytical skills in relation to the development of governmental policies and strategies and industry/sector policy, standards;

High level management skills in relation:

- Management of compliance with internal and external standards, and statutory obligations under relevant legislation, with high level responsibility for compliance with statutory requirements; including the development, implementation and evaluation of protocols for operating in specific statutory environments;
- development, implementation and evaluation of systems for reporting to funding bodies;
- develop, implement and evaluate risk management and critical incident systems and strategies;
- identify and develop a professional development for staff and board/committee members.

Highly developed skills and an 'executive' level of accountability and responsibility related to:

- management complex reporting requirements;
- management organisation's involvement in multi-agencies arrangements, e.g. consortia;
- management potential conflict of interest in relation to statutory requirements;
- manage change processes;

- management service/programme performance against service agreement/contract requirements; and integrate service delivery and statutory requirements;
- negotiate and manage service agreements;
- negotiate contractual agreements of behalf of the organisation;
- representation of the organisation in the media, develop media strategies and campaigns;
- strategic organisation of campaigns and other activities related to legislative reform.

Communication and organisational skills at a high level require related to:

- the development, implementation or review of protocols and inter-service agreements;
- consultative committees, working parties or reference groups;
- high level interagency, agency-government negotiations;
- the development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements.

Indicative Tasks and Functions

- Undertake work of significant scope and complexity and or critical nature with a high degree of autonomy and responsibility.
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, protocols and programmes, both internal and external.
- Represent the organisation or other organisations in high level forums with other organisations and government.
- Manage extensive programme organisation with responsibility for standards of service delivery at multiple worksites.
- Oversee all aspects of an organisation's operations; including the development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements.
- Manage the development, implementation and review programmes, policies and plans; which may include risk management, critical incident and reporting systems.
- Manage the achievement of organisational objectives and corporate goals.
- Negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government.
- Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.
- Advocate and represent the interests and views of the organisation, and or other organisations, and or peak bodies and or national organisations to government and other significant policy making bodies.

Responsibility

An Employee at this level:

- works with high level delegation from, and is accountable to, board or committee of management;

- exercises a high degree of initiative, judgment and decision making in respect of all aspects of service organisation and management;
- is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and research, development, implementation and evaluation of services and the organisation as a whole;
- has a high level of responsibility for ensuring compliance with contractual, statutory requirements and obligations.

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 \$95.00 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 Registrar of 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 Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar 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 \$95 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.
- Allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

SCHEDULE A – PAY SCHEDULE
AGED CARE EMPLOYEES

Aged Care Employees	Payroll Code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
ADMINISTRATION						
Administrative employee, entry level	TADM1	24.44	24.81	25.18	25.56	25.94
Administrative employee, Level 1a	TADM1A	25.15	25.53	25.91	26.30	26.70
Administrative employee, Level 1b	TADM1B	25.63	26.01	26.40	26.80	27.20
Administrative employee, Level 2a	TADM2A	25.93	26.32	26.71	27.11	27.52
Administrative employee, Level 2b	TADM2B	26.40	26.80	27.20	27.61	28.02
Administrative employee, Level 3a	TADM3A	26.98	27.38	27.80	28.21	28.64
Administrative employee, Level 3b	TADM3B	27.38	27.79	28.21	28.63	29.06
Administrative employee, Level 4	TADM4	27.95	28.37	28.80	29.23	29.67
Administrative employee, Level 5	TADM5	28.84	29.27	29.71	30.16	30.61
Administrative employee, Level 6	TADM6	29.82	30.27	30.72	31.18	31.65
Administrative employee, Level 7	TADM7	31.32	31.79	32.27	32.75	33.24
Senior Admin	TSADM	32.37	32.85	33.35	33.85	34.35
SERVICES						
Services employee, Level 2A	TSER2A	24.38	24.75	25.12	25.49	25.88
Services employee, Level 2B	TSER2B	New classification	25.20	25.58	25.96	26.35
Laundry, Level 2A	TLAUA	24.70	25.07	25.45	25.83	26.22
Laundry, Level 2B	TLAUB	New classification	25.54	25.92	26.31	26.71

Aged Care Employees	Payroll Code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
Services employee, Level 3A	TSER3A	25.34	25.72	26.11	26.50	26.90
Services employee, Level 3B	TSER3B	New classification	26.19	26.58	26.98	27.39
Services employee, Level 4A	TSER4A	26.07	26.46	26.86	27.26	27.67
Services employee, Level 4B	TSER4B	New classification	26.95	27.35	27.76	28.18
Services employee, Level 5A	TSER5A	27.59	28.00	28.42	28.85	29.28
Services employee, Level 5B	TSER5B	New classification	28.52	28.95	29.38	29.82
Services employee, Level 6A	TSER6A	28.46	28.89	29.32	29.76	30.21
Services employee, Level 6B	TSER6B	New classification	29.42	29.86	30.31	30.76
Services employee, Level 7A	TSER7A	29.43	29.87	30.32	30.77	31.24
Services employee, Level 7B	TSER7B	New classification	30.42	30.88	31.34	31.81
Services employee, Level 8A	TSER8A	30.17	30.62	31.08	31.55	32.02
Services employee, Level 8B	TSER8B	New classification	31.19	31.66	32.13	32.61
Driver - under 1 ton	TDRV	28.45	28.88	29.31	29.75	30.20
EXTENDED CARE ASSISTANT						
Extended care assistant, Level 2 Unqualified	ECA2A	25.30	25.68	26.06	26.46	26.85
ECA, Level 3 (cert 3)						
ECA, Level 3 (cert 3) Pay Point A	ECA3A	25.72	26.11	26.50	26.89	27.30
ECA, Level 3 (cert 3) Pay Point B	ECA3B	New classification	26.43	26.83	27.23	27.64

Aged Care Employees	Payroll Code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
ECA, Level 3 (cert 3) Pay Point C	ECA3C	New classification	26.77	27.17	27.58	27.99
ECA, Level 4 (cert 4)						
Extended care assistant, Level 4 (cert 4) Pay Point A	ECA4A	26.13	27.10	27.51	27.92	28.34
Extended care assistant, Level 4 (cert 4) Pay Point B	ECA4B	New classification	27.44	27.85	28.27	28.69
Extended care assistant, Level 4 (cert 4) Pay Point C	ECA4C	New classification	27.78	28.20	28.62	29.05
LEISURE & LIFESTYLE						
Leisure & Lifestyle (Entry)	TLASU	25.30	25.68	26.06	26.46	26.85
Leisure & Lifestyle (cert 4)	TLASQ	26.13	26.52	26.92	27.32	27.73
Leisure & Lifestyle (Diploma)	TLCO	26.78	27.18	27.59	28.00	28.42

COMMUNITY EMPLOYEES

Classification	Payroll Code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
Home Care						
Home Care level 1	TCECA1	26.84	27.24	27.65	28.06	28.48
Home Care level 2	TCECA2	27.77	28.19	28.61	29.04	29.47
Home Care level 3	TCECA3	28.62	29.05	29.49	29.93	30.38
Community Services Employees						
CSE, Level 1, Grade 1	TDAY11	24.16	24.52	24.89	25.26	25.64
CSE, Level 1, Grade 2	TDAY12	25.04	25.42	25.80	26.18	26.58
CSE, Level 2, Grade 1	TDAY21	26.01	26.40	26.80	27.20	27.61
CSE, Level 2, Grade 2	TDAY22	26.88	27.28	27.69	28.11	28.53
CSE, Level 2B, Grade 1	TDAY2B1	26.88	27.28	27.69	28.11	28.53
CSE, Level 2B, Grade 3	TDAY2B3	28.56	28.99	29.43	29.87	30.31
CSE, Level 3, Grade 1	TDAY31	27.76	28.18	28.60	29.03	29.46
CSE, Level 3, Grade 2	TDAY32	28.56	28.99	29.43	29.87	30.31
CSE, Level 3, Grade 3	TDAY33	30.12	30.57	31.03	31.49	31.96
CSE, Level 4, Grade 1	TDAY41	33.44	33.94	34.45	34.97	35.49
CSE, Level 4, Grade 2	TDAY42	34.34	34.85	35.38	35.91	36.44
CSE, Level 4, Grade 3	TDAY43	35.23	35.76	36.30	36.84	37.39
CSE, Level 5, Grade 1	TDAY51	35.31	35.84	36.38	36.92	37.48
CSE, Level 5, Grade 2	TDAY52	36.25	36.79	37.35	37.91	38.47
CSE, Level 5, Grade 3	TDAY53	37.20	37.76	38.32	38.90	39.48
CSE, Level 6, Grade 1	TDAY61	37.93	38.50	39.08	39.66	40.26

Classification	Payroll Code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
CSE, Level 6, Grade 2	TDAY62	38.96	39.54	40.13	40.74	41.35
CSE, Level 6, Grade 3	TDAY63	39.97	40.57	41.18	41.80	42.42
CSE, Level 7, Grade 1	TDAY71	41.67	42.30	42.93	43.57	44.23
CSE, Level 7, Grade 2	TDAY72	42.80	43.44	44.09	44.76	45.43
CSE, Level 7, Grade 3	TDAY73	43.92	44.58	45.25	45.93	46.61
CSE, Level 8, Grade 1	TDAY81	44.70	45.37	46.05	46.74	47.44

ENROLLED NURSES

Classification	Payroll code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
Enrolled Nurse						
Pay Point 1	TENN1	30.48	30.94	31.40	31.87	32.35
Pay Point 2	TENN2	31.12	31.59	32.06	32.54	33.03
Pay Point 3	TENN3	31.76	32.24	32.72	33.21	33.71
Pay Point 4	TENN4	32.41	32.90	33.39	33.89	34.40
Pay Point 5	TENN5	33.06	33.55	34.06	34.57	35.09
Pay Point 6 – entry Med Endorsed	TENM6	33.55	34.05	34.56	35.08	35.61
Pay Point 7	TENM7	34.19	34.70	35.22	35.75	36.29
Pay Point 8 - EN Team Leader	TENM8	36.91	37.46	38.02	38.59	39.17

REGISTERED NURSES

Classification	Payroll Code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
Registered Nurse - Level 1						
1st year of service		33.38	Cease on FFPPOOA date of operation of Agreement			
2nd year– Entry Level		34.99				
3rd year of service		36.60				
4th year of service		38.22				
5th year of service		39.84				
6th year of service		41.45				
7th year of service		43.07				
8th year of service		44.68				
Pay Point 1	TRN11	Apply from the FFPPOOA date of operation of Agreement	33.88	34.39	34.90	35.43
Pay Point 2	TRN12		35.51	36.04	36.58	37.13
Pay Point 3	TRN13		38.79	39.37	39.96	40.56
Pay Point 4	TRN14		42.07	42.70	43.34	43.99
Pay Point 5	TRN15		43.72	44.38	45.04	45.72
Pay Point 6	TRN16		45.35	46.03	46.72	47.42
Registered Nurse - Level 2						
1st year of service	TRN21	46.29	46.98	47.69	48.40	49.13
2nd year of service	TRN22	47.37	48.08	48.80	49.53	50.28
3rd year of service	TRN23	48.44	49.16	49.90	50.65	51.41
4th year of service	TRN24	49.52	50.26	51.02	51.78	52.56
Registered Nurse - Level 3						

Classification	Payroll Code	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
			1.5%	1.5%	1.5%	1.5%
1st year of service	TRN31	51.54	52.31	53.10	53.90	54.70
2nd year of service	TRN32	52.75	53.54	54.34	55.16	55.99
3rd year of service	TRN33	53.96	54.77	55.59	56.42	57.27
4th year of service	TRN34	55.17	56.00	56.84	57.69	58.56
Care Manager	TCAM	57.81	58.68	59.56	60.46	61.36
Registered nurse—level 4						
Grade 1 1-30 beds	TRN41	61.63	62.56	63.49	64.45	65.41
Grade 2 31- 60 beds	TRN42	61.63	62.56	63.49	64.45	65.41
Grade 3 61 – 90 beds	TRN43	61.63	62.56	63.49	64.45	65.41
Grade 4 91 – 120 beds	TRN44	66.34	67.34	68.35	69.37	70.41
Registered nurse—level 5						
Grade 1 1 – 30 beds	TRN51	61.63	62.56	63.49	64.45	65.41
Grade 2 31 – 60 beds	TRN52	66.34	67.34	68.35	69.37	70.41
Grade 3 61 – 90 beds	TRN53	71.04	72.11	73.19	74.28	75.40
Grade 4 91 – 120 beds	TRN54	76.43	77.58	78.74	79.92	81.12

ALLOWANCES

	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
		1.5%	1.5%	1.5%	1.5%
Uniform - per hour	0.20	0.21	0.21	0.21	0.22
- per week	7.89	8.01	8.13	8.25	8.37
Mobile Phone - per week	8.56	8.69	8.82	8.95	9.09
First Aid - Community - per week	18.05	18.32	18.60	18.87	19.16
On Call					
Community M-F - per 24-hour period	32.81	33.30	33.80	34.31	34.82
Community Weekend per 24-hour period	65.55	66.53	67.53	68.54	69.57
Nurses - per hour - or	2.77	2.81	2.85	2.90	2.94
minimum payment per on-call period	27.71	28.13	28.55	28.98	29.41
Maintenance					
Monday to Friday (for any 24 hour period or part thereof)	22.28	22.61	22.95	23.30	23.65
Weekend or Public Holidays	44.10	44.76	45.43	46.11	46.81
maximum payment (for any 7 day period)	154.38	156.70	159.05	161.43	163.85
Sleepover - per sleepover, Sun night to Thurs night	90.10	91.45	92.82	94.22	95.63
Sleepover - per sleepover, Fri night to Sat night	101.36	102.88	104.42	105.99	107.58
In-Charge - RN - per shift	33.79	39.43	40.02	40.62	41.23
In-Charge - EN - per shift	27.29	27.70	28.11	28.54	28.96
Preceptor - per hour	2.86	2.90	2.95	2.99	3.04
Buddy - Residential	1.89	1.92	1.95	1.98	2.01

	Current	FFPPOOA the date of operation of the Agreement	FFPPOOA 1-Sep-23	FFPPOOA 1-Mar-24	FFPPOOA 1-Sep-24
Tool - per hour	0.29	0.29	0.30	0.30	0.31
EN Team Leader Allowance (excluding pay point 8)- per hour	2.71	2.75	2.79	2.83	2.88
Meal - Overtime of more than 1 hr	15.13	15.36	15.59	15.82	16.06
Meal – Overtime of more than 4hrs (Community Employees)	14.31	14.52	14.74	14.96	15.19
Meal – Overtime of more than 4hrs (Residential Employees)	12.90	13.09	13.29	13.49	13.69
Meal charges -					
Two or three courses	6.14	6.23	6.33	6.42	6.52
Single hot or cold main course	4.71	4.78	4.85	4.93	5.00
Single (other) course, i.e. soup or sweet	4.28	4.34	4.41	4.48	4.54
All breakfasts	4.28	4.34	4.41	4.48	4.54
Meal away from location					
Breakfast	10.34	10.50	10.65	10.81	10.97
Lunch	11.41	11.58	11.75	11.93	12.11
Dinner	20.11	20.41	20.72	21.03	21.34