



DECISION

Fair Work Act 2009

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

Ibis No 3 Pty Limited Trading AS Wynyard Care Centre
(AG2026/1351)

WYNYARD CARE CENTRE (SYNOVUM CARE GROUP) NURSING & GENERAL STAFF AGREEMENT 2025

Aged care industry

COMMISSIONER PERICA

MELBOURNE, 14 JULY 2026

Application for approval of the Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2025* (the Agreement). The application is made under section 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of these undertakings is attached in Annexure A. I am satisfied the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. I therefore note the undertakings are taken to be terms of the Agreement under section 201(3) of the Act.

[3] Subject to the undertakings, I am satisfied that each of the requirements of sections 186, 187, 188, 190, 193 and 193A relevant to this application for approval have been met. The Agreement does not cover all 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.

[4] The Health Services Union and the Australian Nursing & Midwifery Federation being bargaining representatives for the Agreement have given notice under section 183 of the Act that they want the Agreement to cover them. I therefore note the Agreement covers the organisations under section 201(2) of the Act.

[5] The Agreement is approved today 14 July 2026. It will operate from 21 July 2026 as required by section 54 of the Act. The nominal expiry date is 14 July 2029.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2026/1351

Applicant: Ibis No 3 Pty Limited t/as Wynyard Care Centre

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Natasha Chadwick, Director of IBIS No 3 Pty Limited t/as Wynyard Care Centre, give the following undertakings with respect to the *Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2025* ("the Agreement"):

1. I have the authority given to me by IBIS No 3 Pty Limited t/as Wynyard Care Centre ("the Company") to provide this undertaking in relation to the application before the Fair Work Commission.

Shiftworkers and the additional week of annual leave under the Agreement

2. The Company undertakes that, for the duration of the Agreement, a Clinical Employee will be treated as a shiftworker for the purposes of the additional week of annual leave provided by the National Employment Standards if the employee satisfies the definition in clause 33.4 of the Agreement or the definition of shiftworker in clause 22.2(b) of the Nurses Award 2020, so that no employee who would qualify as a shiftworker under the Nurses Award is denied the additional week under the Agreement.

Redundancy pay

3. The Company undertakes that, for the duration of the Agreement, clause 45.7 of the Agreement will be read and applied subject to section 120 of the *Fair Work Act 2009* (Cth) ("the Act").
4. The Company undertakes that, for the duration of the Agreement, where it obtains suitable alternative employment for an employee, the employee's entitlement to redundancy pay will be reduced or removed only where the Fair Work Commission so determines on an application by the Company under section 120 of the Act.

Maximum daily hours for day workers

5. The Company undertakes that, for the duration of the Agreement, a full-time day worker who works ordinary hours in excess of 8 hours on any day under clause 16.7 of the Agreement will be paid at the overtime rate in clause 24.3 of the Agreement for each hour worked in excess of 8 hours on that day.

Casual overtime

6. The Company undertakes that, for the duration of the Agreement, and despite clause 14.5(c) of the Agreement, overtime for casual employees will be calculated on the Casual Base Rate of Pay, being the minimum hourly rate inclusive of the 25% casual loading, such that no casual employee receives less for overtime than under clause 25.1(c) of the Aged Care Award 2010 or clause 19.2(a) of the Nurses Award 2020.

Casual weekend penalties

7. The Company undertakes that, for the duration of the Agreement, casual weekend penalties under clause 22.1 of the Agreement will be calculated on the Casual Base Rate of Pay, consistent with clause 22.3, such that no casual employee receives less for weekend work than under clause 21 of the Nurses Award 2020.

Early commencing shifts

8. The Company undertakes that, for the duration of the Agreement, an aged care employee who works a shift commencing before 6.00am will be paid, for that shift, the higher of the shift loading payable under clause 23 of the Agreement and the shift loading that would have applied to that shift under clause 26 of the Aged Care Award 2010.

Overtime and shift swaps

9. The Company undertakes that, for the duration of the Agreement, clause 24.2 of the Agreement will be applied only to overtime that arises because a swap of hours arranged between employees at their own instigation results in an employee working a shift they were not rostered to work with less than 7 days' notice, and will not be applied to reduce any overtime that arises because of the number of hours the employee actually works.
10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

2 July 2026

Date

**WYNYARD CARE CENTRE (SYNOVUM CARE GROUP) NURSING & GENERAL STAFF
AGREEMENT 2025**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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PART 1– OPERATION OF AGREEMENT

1. How this Agreement Operates

- 1.1 This agreement is an Enterprise Agreement made pursuant to Part 2-4 of the *Fair Work Act 2009* (Cth) (**Act**) and will be known as the *"Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2025"* (**Agreement**).
- 1.2 This Agreement will be operative and enforceable on and from the seventh day after the date it is approved by the Fair Work Commission (**FWC**).
- 1.3 The nominal expiry date of this Agreement will be three years from the date of approval.
- 1.4 Following the nominal expiry date, this Agreement will continue to operate until it is terminated or replaced in accordance with the Act.

2. Who this Agreement Covers

- 2.1 This Agreement covers the following persons and entities:
 - (a) IBIS No 3 Pty Ltd (ACN 113 078 032) ("**the Company**", "**us**" or "**we**");
 - (b) all individuals employed by the Company to perform work at the Wynyard Care Centre in a classification in Schedule 2 to this Agreement ("**you**" or "**Employees**"), other than "excluded employees";
 - (c) the Health and Community Services Union (**HACSU**); and
 - (d) the Australian Nursing and Midwifery Federation (Tasmanian Branch) (**ANMF**).
- 2.2 The following employees are "excluded employees" for the purpose of clause 2.1(b) of this Agreement:
 - (a) the Facility Manager, Care Manager, Operations Manager, Lifestyle and Events Manager and Clinical Leader at Wynyard Care Centre (however titled from time to time);
 - (b) persons employed wholly or principally in a role designated by the Company as being part of our head office and/or administrative functions, (however titled), even if their work is located wholly or principally at the Wynyard Care Centre;
 - (c) persons employed in the position of Home Care Companion and covered by the Social, Community, Home Care and Disability Services Award 2020; and
 - (d) persons employed in a position covered by the Synovum Care Group House Companions Enterprise Agreement 2016, or any enterprise agreement which replaces it.
- 2.3 For Employees who are covered by this Agreement, the Agreement completely replaces the previous *Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement* (AG2018/1937).

3. Effect on other Awards and Agreements

- 3.1 While this Agreement is in operation, no modern award applies to employees covered by this Agreement and no individually negotiated contract or agreement with a particular Employee will operate to the extent it is inconsistent with (i.e. less favourable than) this Agreement.

4. Relationship to NES

- 4.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**).
- 4.2 Where a provision of this Agreement is inconsistent with the NES, the NES will apply to the extent of the inconsistency. Where a provision of the NES is not explicitly included in this Agreement, the provision of the NES will apply.

5. Relationship to Company Policies

- 5.1 This Agreement is supported by policies and procedures determined by us from time to time. These policies and procedures do not form part of this Agreement.

6. Flexibility Arrangements

- 6.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of the terms of this Agreement as they would otherwise apply to you and us in respect of your employment.
- 6.2 To be valid, the IFA must:
- (a) deal with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) annual leave loading.
 - (b) meet the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in clause 6.2(a); and
 - (c) be genuinely agreed to by both the Company and the Employee without coercion or duress.
- 6.3 An IFA may only be made after an individual Employee has already commenced employment with the Company.
- 6.4 We must ensure that the IFA:
- (a) is in writing;
 - (b) includes both your name and the name of the Company;
 - (c) is signed by you and us (or if you are under 18 years of age, by your parent or guardian);
 - (d) states the day on which the agreement commences; and
 - (e) is confined to terms that:
 - (i) are about matters that would be permitted matters if the arrangement were an enterprise agreement and not include any terms that would be unlawful terms if the arrangement was an enterprise agreement;
 - (ii) constitute a variation in the application of one or more of terms of the Agreement which deal with the matters listed in clause 6.2; and
 - (iii) explain how the IFA results in you being better off overall than you would have been if no IFA had been agreed to;
- 6.5 Except as provided for in clause 6.4(c), an IFA must not require the approval or consent of a person other than you or us.
- 6.6 If an IFA is made under this clause, we will give you a copy of the agreement within 14 days after it has been agreed to.
- 6.7 We or you may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if we both agree in writing, at any time.
- 6.8 An IFA terminated in accordance with clause 6.7 ceases to have effect at the end of the period of notice required under that clause.
- 6.9 The flexibility provisions in this clause supplement and do not extinguish any other arrangements for flexibility between you and us or any other terms of this Agreement that provide for flexibility.
- 6.10 If an IFA is not agreed to, this does not prevent an Employee from making a further request for an IFA at a later time. Without limiting this right, an Employee may make a further request after a period of 3 months, or earlier where there has been a material change in the Employee's personal circumstances.
- 6.11 We or you may use the dispute settlement procedure under clause 9 of this Agreement to deal with any disputes that may arise concerning the matters dealt with in the IFA.

7. Request for Flexible Working Arrangements

- 7.1 Requests for flexible working arrangements are to be made in accordance with the process set out in the NES.

8. Right to Disconnect

- 8.1 Employees' right to disconnect will be in accordance with the Act, the *Aged Care Award 2010* and/or the *Nurses Award 2020*.
- 8.2 We will respect Employees' time outside of normal hours of work, including periods of approved leave.
- 8.3 Nothing in this clause will preclude us from reasonably contacting you in the case of a genuine emergency or extenuating circumstances (for example, where there is a necessity for you to be called back to work).
- 8.4 Employees may not unreasonably refuse to be contacted outside of your usual working hours, including for the purpose of being requested to work overtime.
- 8.5 If you are contacted and asked to complete work outside of your usual working hours, you will be paid overtime in accordance with clause 24.

9. Resolving Disputes about this Agreement

- 9.1 In the event of a grievance or dispute (**Dispute**) about a matter under this Agreement or in relation to the NES, in the first instance the parties to the Dispute must attempt to resolve it at the workplace level.
- 9.2 If a Dispute arises, the following procedure must be followed:
- (a) **Step 1:** The Employee concerned must raise the Dispute with their immediate supervisor or manager as appropriate. If the Employee is not satisfied with the outcome, or their cause of concern is the immediate manager, they may refer to the Operations Manager. If the Employee is not satisfied with the outcome after raising the matter with the Operations Manager, or their cause of concern is the Operations Manager, they may proceed to Step 2.
 - (b) **Step 2:** If the Dispute is not resolved within 10 business days, either party may escalate the Dispute for consideration by the Chief Executive Officer.
 - (c) **Step 3:** If the Dispute is not resolved within a further 7 business days, either party may refer the Dispute to the Managing Director for decision within 5 business days (provided the Managing Director did not already consider the Dispute for the purposes of Step 2 above).
 - (d) **Step 4:** If either party remains dissatisfied following the decision of the Managing Director, the Dispute may be referred to the Fair Work Commission (**FWC**) for conciliation in the first instance. If the Dispute is not resolved by conciliation, the FWC may arbitrate the matter with the consent of both parties.
- 9.3 If a Dispute reaches the FWC (i.e. Step 4), the parties acknowledge that they are entitled to be represented throughout any process conducted by the FWC (including any appeal of a decision by the FWC), including by legal representatives.
- 9.4 While the dispute settlement procedure is being followed:
- (a) the Employee/s must continue to perform work as the Employee/s would normally unless they have a reasonable concern about an imminent risk to their health and safety; and
 - (b) the Employee/s must comply with any direction given by the Company to perform other available work at the same workplace or another workplace unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee/s to perform; or
 - (iv) there are other reasonable grounds for the Employee/s to refuse to comply with the direction.
- 9.5 The parties to the Dispute agree to be bound by a decision made by the FWC in accordance with this term, subject to appeal in accordance with the Act.

10. Consultation

10.1 In this clause 10:

- (a) **"affected Employees"** means the Employees who may be affected by a change referred to in subclause 10.2; and
- (b) **"significant effects"** on Employees includes any of the following:
 - (i) termination of employment; or
 - (ii) major changes in the composition, operation or size of the Company's workforce or in the skills required; or
 - (iii) loss of, or reduction in, job or promotion opportunities; or
 - (iv) loss of, or reduction in, job tenure; or
 - (v) alteration of hours of work; or
 - (vi) the need for Employees to be retrained or transferred to other work or locations; or
 - (vii) job restructuring.

10.2 This clause 10 applies if the Company:

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

10.3 Where we have made a definite decision to introduce a major workplace change likely to have significant effects on Employees, before implementing the changes we must:

- (a) notify the Employees who may be affected by the proposed changes;
- (b) discuss the proposed changes with the affected Employees;
- (c) provide relevant information to the affected Employees in writing;
- (d) allow affected Employees an opportunity to respond to the proposed changes if they wish to do so; and
- (e) consider any concerns raised by affected Employees about the proposed changes.

10.4 Where we propose to introduce a change to the regular roster or ordinary hours of work of Employees, before implementing the changes we must:

- (a) notify the Employees who may be affected by the proposed changes;
- (b) discuss the proposed changes with the affected Employees;
- (c) provide relevant information to the affected Employees about the change;
- (d) invite affected Employees to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities); and
- (e) consider any views raised by affected Employees about the impact of the proposed changes.

10.5 In any consultation about major workplace change or a change to the regular roster or ordinary hours of work under this clause, relevant Employees (individually or collectively) may appoint a person or body to represent them. Where Employee(s) wish to appoint a representative they are to notify the Company of the representative's name and contact details in writing.

10.6 Nothing in this clause or Agreement requires the Company to disclose confidential information to Employees or their representatives for the purposes of consultation if it would be contrary to the Company's interests to do so.

11. Staffing and Workloads

11.1 The Employer and Employees recognise the mutual benefit of ensuring that Employees balance their professional and personal lives and are committed to making all reasonable efforts to ensure this occurs.

11.2 The Employer will make all reasonable efforts to roster and allocate work so as to enable each Employee to:

- (a) perform all aspects of their role during their ordinary hours of work;
 - (b) take rest intervals and meal breaks as provided by this Agreement; and
 - (c) take leave as provided for by this Agreement and the NES.
- 11.3 Where an Employee reasonably believes they are unable to meet the requirements of subclauses 11.2(a) to 11.2(c) due to workload or staffing levels, they are to raise this matter with their immediate supervisor or manager (as appropriate) in the first instance for discussion and resolution.

PART 2 - EMPLOYMENT RELATIONSHIP

12. Types of Employment

12.1 You may be classified as:

- (a) a permanent (full-time or part-time) Employee; or
- (b) a casual Employee.

13. Permanent Employment

13.1 Permanent employment is employment that is not casual or temporary. Permanent employment is ongoing, except that each party has a right to terminate the employment with notice (or we may do so without notice if you engage in serious misconduct).

13.2 Permanent Full-Time Employees

A full-time Employee is one who is engaged to work an average of 38 hours per week, or 76 hours per fortnight, or 152 hours per 4 week period.

13.3 Permanent Part-Time Employees

- (a) If you are employed on a part-time basis then before commencing employment, we will agree with you in writing to a reasonably predictable regular pattern of work including the minimum number of hours to be worked each fortnight, the proposed start and finish times, and where the Employee will not be working rotating rosters, the days of the week the Employee will work.
- (b) Any agreed variation to the hours of work will be in writing.
- (c) Unless otherwise indicated, the terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38 hours per week.
- (d) If you regularly work hours in excess of your agreed part-time hours over a period of 12 weeks or more, you may request in writing a review of your contracted hours to reflect your actual regular pattern of work. We will respond to your request within 21 days and will not unreasonably refuse the request. In considering your request, we will take into:
 - (i) our operational requirements;
 - (ii) whether the regular pattern of work is due to a temporary staffing gap, such as if you are covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness);
 - (iii) whether the increase in hours is due to you covering relief works on a regular basis; and
 - (iv) whether the regular pattern of work is due to a temporary need for extra hours, for example, due to a temporary increase in the care needs of a resident/s.

14. Casual Employment

14.1 You will be engaged in casual employment in accordance with section 15A of the Act if:

- (a) an offer of employment is made to you by the Company on the basis that the Company makes no firm advance commitment to providing you with continuing and indefinite work;
- (b) you accept the offer of employment and become an Employee of the Company on that basis; and
- (c) you become entitled to the casual loading provided for in clause 14.5.

14.2 The minimum period of engagement of a casual Employee will be two hours each day or shift which may be comprised of hours within or outside the ordinary spread of hours provided for in clause 16.4 of the Agreement.

14.3 Employment of a casual Employee will terminate at the end of each day or shift.

14.4 The ordinary hours of work for a casual Employee will not exceed 38 hours in any week.

14.5 Casual Loading, Allowances and Penalties

- (a) Casual loading is paid in full compensation for the casual status and conditions of permanent employment which a casual Employee does not receive, including (but not limited to) paid annual leave, public holidays, paid personal/carer's leave and notice of termination.
- (b) For each ordinary hour worked, a casual Employee will be paid the following for the relevant classification level in which they are employed:
 - (i) the applicable hourly rate of pay (as outlined in Schedule 1 of the Agreement); and
 - (ii) a loading of 25% of the applicable hourly rate of pay, this becomes the "Casual Base Rate of Pay".
- (c) A casual Employee will receive overtime penalties for overtime hours worked calculated on the applicable hourly rate of pay for their classification level (as outlined in Schedule 1 of the Agreement) (i.e. the penalties will not be calculated on the Casual Base Rate of Pay).
- (d) A casual Employee employed on shift work will receive a shift allowance calculated on the Casual Base Rate of Pay.

14.6 Right to Request Casual Conversion

Casual Employees may request to change their employment status to full time or part-time by following the process set out in the NES, as amended from time to time. The Company will follow the process set out in the NES for considering and responding to such requests from casual Employees.

15. Employee Classifications and Duties

15.1 While you are covered by this Agreement, your employment will fall within one of the classifications set out in Schedule 2 to this Agreement.

15.2 Although you will be engaged principally to perform the duties of the classification to which you are appointed by us, we may direct you to carry out such duties as are within your skill, competence and training to help create the best possible experience for our residents.

PART 3– HOURS AND BREAK PERIODS

16. Ordinary Hours of Work

- 16.1 If you are a full-time Employee, your ordinary hours of work will be an average of 38 hours per week, or 76 hours per fortnight or 152 hours per 4 week period.
- 16.2 If you are a part-time Employee, your ordinary hours of work will be less than 76 hours per fortnight, as agreed between you and us in writing.
- 16.3 The maximum ordinary shift length will be:
- (a) for Employees employed in administrative classifications, 37.5 hours each week to be worked in five days in continuous periods of 7.5 hours each day, excluding unpaid meal breaks;
 - (b) for all other Employees, 38 hours per week to be worked in five days in continuous periods of 8 hours each day, excluding unpaid meal breaks.
- 16.4 The ordinary hours of work for a day worker will be between the hours of 6.00am and 6.00pm Monday to Friday.
- 16.5 Work performed by a day worker, other than by agreement, prior to 6.00am and after 6.00pm will be paid at the relevant overtime rates but will be, for the purposes of this subclause, part of the Employee's ordinary hours of work, where the ordinary hours of work within the period 6.00am to 6.00pm in any week, have been less than 37.5 or 38, whichever is applicable.
- 16.6 Ordinary hours of work for a shift worker may be any time, Monday to Sunday, subject to clauses 16.1 to 16.3 inclusive of this Agreement.
- 16.7 By agreement in writing between you and us, your ordinary hours of work may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by you or us upon the provision of 14 days' notice.
- 16.8 Ordinary hours of work are to be worked continuously except for meal and rest breaks.
- 16.9 No Employee will be required to work a broken shift. Broken shifts for the purpose of this clause means a shift worked by an Employee that includes one or more breaks (other than a meal or rest break).
- 16.10 Daylight Saving
- Upon the changeover of time as a result of daylight saving in or about October and March each year, the following shall apply:
- (a) Employees shall be paid for actual time worked irrespective of the length of the shift; and
 - (b) Employees paid in accordance with subclause 16.10(a) are not entitled to claim for 1 hour lost and all time worked shall be paid at applicable penalty rates.

17. Handover (Clinical Employees)

- 17.1 Where we require a Clinical Employee to extend the normal span of their shift to allow for a handover, a maximum of 15 minutes per shift is to be paid for the handover. This handover will be paid at the ordinary rate applying to the shift worked by the Employee and not subject to overtime rates.
- 17.2 In the event that handovers are completed in less than 15 minutes per shift, only the time worked is to be paid.

18. Employee Rostering

- 18.1 A minimum shift length of 4 hours for full-time Employees and 2 hours for part-time and casual Employees will apply to your ordinary hours of work. By mutual agreement between you and us, the minimum shift length for permanent Employees may be reduced to 2 hours.
- 18.2 Your hours of work will be displayed on a roster. The roster will be made available to you at least 14 days before the roster period begins in a convenient place accessible to Employees.
- 18.3 The hours of work for casual Employees may be included on the roster for convenience. Inclusion of a casual Employee on a roster does not guarantee and should not set any expectation of working the shift(s) published on the roster, and these shifts may be withdrawn or amended by us at any time.

- 18.4 You will be rostered free from duty on at least 4 calendar days per fortnight (with 2 sets of 2 consecutive days wherever possible) unless otherwise agreed between you and us.
- 18.5 Once published, changes to the roster must be agreed in writing between you and us, except for:
- (a) changes notified by us with at least 7 days' notice; or
 - (b) reasonable overtime that we require you to work with less than 7 days' notice; or
 - (c) emergency situations (including to meet the changing needs of residents), or cases where another staff member is absent on unplanned leave; or
 - (d) changes to the hours of casual Employees where business needs have changed since the roster was published.

19. Meal and Rest Breaks During Shifts

- 19.1 You will be entitled to the following meal and/or rest breaks during your rostered hours of work:

Rostered Hours of Work	Meal and Rest Breaks
Less than 4 hours	One paid 10 minute rest break
More than 4 hours but less than 7.6 hours	One unpaid 30 minute meal break One paid 10 minute rest break One paid 20 minute meal break (after 4 hours' work)
7.6 hours or more	One unpaid 30 minute meal break One paid 10 minute rest break One paid 20 minute meal break (after 4 hours' work)

- 19.2 We may vary the time of taking a meal and/or rest break for a particular day to meet our operational needs. You must ensure that you do not work more than 5 hours without taking a break of at least 30 minutes, unless you discuss and agree on this with your supervisor in advance.
- 19.3 If we direct you to remain on call during your meal break, you will be entitled to be paid overtime for all work performed until a meal break is taken;
- 19.4 If we direct you to remain on call during your meal break but you are free from duty, you will be paid at ordinary rates for that period. If you are then recalled to perform duties during that period, you will be paid at the applicable overtime rate for all time worked until the balance of the meal break is taken.
- 19.5 Where you are interrupted during the meal break by a call to remain on duty, you will be allowed a meal break as soon as practicable.

20. Rest Breaks Between Shifts

- 20.1 You will be entitled to an unpaid rest break of no less than 10 hours between shifts. By mutual agreement between you and us, the rest break may be reduced to 8 hours.
- 20.2 If you work beyond the rostered finishing time of a shift, we may delay the starting time and/or reduce the rostered duration of the following shift in order to accommodate a 10 hour break between shifts (or an 8 hour break if agreement is reached per clause 20.1).
- 20.3 If you are recalled to work after completing a shift and leaving the workplace you will be entitled to a minimum payment of 4 hours of work for permanent Employees and 2 hours for casual Employees, which will be treated as overtime and paid at overtime rates.

PART 4 – PAY AND BENEFITS

21. Pay Rates

21.1 The minimum hourly rate of pay for permanent Employees will be the minimum hourly rate specified in Schedule 1 to this Agreement for their classification, as increased from time to time in accordance with that Schedule. The minimum hourly rate of pay for casual Employees shall be the hourly rate of pay for permanent Employees in the corresponding classification plus a casual loading of 25% (i.e. the Casual Base Rate of Pay).

21.2 Where a casual Employee is entitled to penalties or loadings under this Agreement, the penalties or loadings will be calculated on the minimum hourly rate, exclusive of the casual loading.

21.3 Higher Duties

If we direct you to perform duties for two or more hours which are remunerated at a higher wage rate than the classification in which you are ordinarily employed on any one day or shift, you will be paid at the higher wage rate for that shift. If the work is for less than two hours then you will be paid at the higher wage rate for the time worked.

Employees who receive the In-Charge Allowance under clause 26.2 of this Agreement are not entitled to receive the applicable higher duties wage rate under this clause 21.3.

22. Weekend Work

22.1 Approved ordinary hours of work on a Saturday or Sunday will be paid at the following rates:

- (a) for ordinary hours worked between midnight Friday and midnight Saturday - 150% of their ordinary rate of pay for the hours worked during this period;
- (b) for ordinary hours between midnight Saturday and midnight Sunday 200% of their ordinary rate of pay for the hours worked during this period;
- (c) for work that commences between 11.00pm and midnight on a Sunday the time worked before midnight will not entitle the Employee to the Sunday penalty rate. However, where the Employee works time before midnight on a Saturday and the time worked extends into Sunday, the time worked before midnight will be regarded as time worked on Sunday and paid at the rate of 200% of the Employees' ordinary hourly rate of pay.

22.2 The loadings in this clause are paid in substitution for, not in addition to, shift penalties and do not apply to overtime hours.

22.3 Where a casual Employee is entitled to loadings in accordance with this clause, the loading is paid in addition to the casual loading specified in clause 21.1 (i.e. calculated on the Casual Base Rate of Pay).

23. Shift Loadings

23.1 Approved ordinary hours worked on a rostered shift will be paid for at the following rate:

- (a) if your shift finishes between 6.00pm and 11.00pm, you will be paid a shift loading of 15% for all hours worked on that shift; and
- (b) if you work part or all of your shift between 11.00pm and 7.00am you will be paid a loading of 16.5% for those hours.

If an Employee is rostered and works a shift that is not provided for in this Agreement, the Employee will be paid the relevant shift penalty that would have otherwise been payable under the applicable modern award for that shift.

23.2 The shift loadings in this clause do not apply to overtime hours or to work attracting weekend or public holiday penalties.

23.3 Where a casual Employee is entitled to loadings in accordance with this clause, the loading is paid in addition to the casual loading specified in clause 21.1 (i.e. calculated on the Casual Base Rate of Pay).

24. Overtime

24.1 Overtime hours are hours worked by any Employee with the prior approval of Wynyard Care Centre management:

- (a) in excess of 10 hours worked on any day for day workers or 10 hours worked on any shift for shift workers (whether or not spanning 2 calendar days), except where ordinary hours are extended in accordance with this Agreement; or
 - (b) in the case of part-time Aged Care Employees, where work is performed outside the part-time Employee's rostered hours on any one day, except where agreement is reached in accordance with this Agreement; or
 - (c) in excess of 38 worked hours per week unless extended in accordance with this Agreement; or
 - (d) where work is performed outside the span of hours 6.00am to 6.00pm except where agreement is reached in accordance with this Agreement; or
 - (e) where there has not been an 8 hour rest break between shifts; or
 - (f) where we require an Employee to alter their shift with less than 7 days' notice (other than as provided in clause 18.5 of this Agreement).
- 24.2 Overtime rates will not apply where arrangements for a swap of hours have been made between two or more Employees at their own instigation.
- 24.3 Overtime hours will be paid at the rate of double time for all overtime worked except for overtime on public holidays which shall be paid at double time and a half.
- 24.4 Overtime rates are paid in substitution for, not in addition to, shift, public holiday and weekend penalties or any allowances provided for in this Agreement
- 24.5 Each day's overtime will stand alone.
- 24.6 Where a casual Employee is paid overtime rates in accordance with this clause, the overtime rate is paid in addition to the casual loading specified in clause 21.1 (i.e. calculated on the Casual Base Rate of Pay).
- 24.7 Employees are not to work overtime unless expressly required or approved by their immediate supervisor in advance, on a case-by-case basis.
- 24.8 Ten Hour Break after Overtime
- (a) An Employee (other than a casual Employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least 10 consecutive hours off duty between those times, will, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
 - (b) If we instruct you to resume or continue work without having had 10 consecutive hours off duty, you will be paid at double time rates until released from duty for such period, and will then be entitled to be absent until you have 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

25. Public Holidays

25.1 You will be entitled to public holidays on the following days:

- (a) Burnie Show Day;
- (b) 1 January (New Year's Day);
- (c) 26 January (Australia Day);
- (d) Good Friday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) 25 April (Anzac Day);
- (h) Eight Hour (Labour) Day;
- (i) King's Birthday;
- (j) Christmas Eve (6.00pm – midnight);

- (k) 25 December (Christmas Day);
- (l) 26 December (Boxing Day); and
- (m) any other day, or part day, declared or proclaimed by State or Federal law to be observed as a Public Holiday.

25.2 Where:

- (a) Christmas Day is a Saturday or a Sunday, a public holiday in lieu shall be observed on 27 December; and
- (b) Boxing Day is a Saturday or a Sunday, a public holiday in lieu shall be observed on 28 December.

25.3 If another or an additional public holiday is declared or prescribed in the location in which you are based, those days shall constitute additional public holidays for the purpose of this Agreement

25.4 Where a public holiday (or a day declared or prescribed in substitution for one of those days, as the case may be) falls on a day that you would otherwise work, we may allow you to be free from duty on that day, provided we pay you for the hours you would otherwise have worked on that day and treat them as ordinary hours worked. For the purposes of this clause:

- (a) if you are employed on a variable roster, you "would otherwise work" a particular day if, over the preceding 6 months, you have worked that day at least 50% of the time; and
- (b) "allowing you to be free from duty" means expressly allowing you to work reduced ordinary hours in the applicable 4 week period because of the public holiday.

25.5 Despite clause 25.4 of this Agreement, you may be requested to work on public holidays (or days declared or prescribed in substitution for one of those days, as the case may be) in accordance with the Act. If you work approved ordinary hours on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) you can elect to receive, in addition to your ordinary pay for work performed on the public holiday, one of the following:

- (a) payment of an additional sum equal to 150% for hours worked; or
- (b) the same number of hours worked added on to your annual leave with entitlement to the applicable annual leave loading of 17.5% on all hours accrued under this clause.

25.6 The election in clause 25.5 of this Agreement will be made on the commencement of employment and then on your anniversary date each year. The election may not be altered during each year except with our agreement.

25.7 Payments under clause 25.5 are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday and do not apply to overtime hours.

25.8 A casual Employee will be paid only for those public holidays they work at the total rate of 275% for hours worked. Payments under this clause are instead of any additional rate for shift or weekend work and the casual loading which would otherwise be payable had the shift not been a public holiday.

25.9 An Employee may request to substitute a public holiday under clause 25.1 subject to their compliance with the requirements set out in clause 40.6 of this Agreement.

26. Allowances

26.1 Increases to Allowances

All allowances in this Agreement (as set out in Schedule 3) will be increased at the same time and by the same percentage as the wage increases set out in Schedule 1 to this Agreement.

26.2 In Charge Allowance

Clinical Employees who, for more than half a shift, are required to assume charge of the Wynyard Care Centre will be paid an 'In Charge Allowance' for each shift worked, provided that in-charge responsibility includes all areas of the facility including catering, domestic and care staff and provided that the Clinical Leader (or equivalent) is not on duty at the same time. The In Charge Allowance payable is set out in Schedule 3 to this Agreement.

26.3 Orientation Shift Allowance

If we require you to assist in the orientation of new Employees or students/trainees, you will be paid the

Orientation Shift Allowance set out in Schedule 3 to this Agreement.

At the conclusion of the orientation, we may require you to complete a short assessment of the trainee on a template questionnaire supplied by us.

26.4 Preceptor Allowance

If you are a Clinical Employee and we require you to act in an approved preceptor role, you will be paid the Preceptor Allowance set out in Schedule 3 to this Agreement.

We will also pay the course fees associated with the preceptor training and provide you with paid time off from work (payable at your ordinary rate of pay) for time spent attending the preceptor course.

26.5 Call Arrangements Allowance

- (a) Clinical Employees required to remain on call shall be paid the Call Arrangements Allowance as set out in Schedule 3 to this Agreement.
- (b) Except where otherwise specifically provided, an Employee recalled to work after leaving the workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with clause 24 of this Agreement.
- (c) Where an Employee is recalled to work and the payment at overtime rates described in subclause (b) above does not equal or exceed 4 hours' pay, the Employee will be paid 4 hours' pay.
- (d) Where an Employee is recalled to work a second time, and the recall is within the hours for which payment is already due, the time worked in the first and second recall will be combined for the purposes of calculating the payment due and will be calculated in accordance with subclause (b) above.
- (e) Where an Employee is recalled to work a third and subsequent time, payment will be paid at the appropriate overtime rate in accordance with clause 24 of this Agreement. However, where the payment does not equal or exceed 3 hours' pay, then the Employee will be paid 3 hours' pay.
- (f) Time reasonably spent in getting to and from work will be regarded as time worked.

26.6 Meal Allowance

- (a) If we require you to remain on call during a meal break you will be paid in accordance with clause 19.3 of this Agreement.
- (b) If we ask you to work overtime for more than 1 consecutive hour you will be provided with a paid 20 minute meal break and a meal free of charge. Where the Company is unable to provide you with a meal, a Meal Allowance will be payable as set out in Schedule 3 to this Agreement..
- (c) If we ask you to work overtime beyond the initial period of 1 hour specified in clause 26.6(b), you will be entitled to a paid 20 minute meal break for each subsequent period of 4 hours of overtime on the same terms as in clause 26.6(b) save and except that the Meal Allowance for each additional 4 hours of overtime shall be the Meal Allowance amount set out in Schedule 3 to this Agreement.

26.7 Uniform, Protective Clothing and Safety Requirements

- (a) If we require you to wear a uniform, we will supply you with an adequate number of uniforms free of cost. Such items are to remain our property and be laundered and maintained by us free of cost to you.
- (b) Alternatively, and by agreement, instead of being provided with a uniform you may be provided with the Uniform and Laundry Allowance set out in Schedule 3 to this Agreement.
- (c) The Uniform and Laundry Allowance shall be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 consecutive days.
- (d) We will provide, where necessary, suitable protective clothing for Employees. This includes but is not limited to, safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of your employment. If you are supplied with protective clothing pursuant to this clause, you shall wear such clothing in a manner so as to achieve the purpose for which it is supplied.

- (e) Wynyard Care Centre commits to supporting employees where masks are required to be worn while on shift for extended periods of time. For further information on the management of wearing a mask on shift for extended periods as defined please see Wynyard Care Centre's Acute Respiratory Management Plan.

26.8 Foul & Nauseous Linen Allowance

- (a) An employee engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duties normally performed by such Employee in such classification, shall be paid the Foul & Nauseous Linen Allowance set out in Schedule 3 to this Agreement.
- (b) For the purpose of clause 26.8, "**linen of a nauseous nature**" means linen soiled with blood, vomit, faeces, urine or other bodily substances.

26.9 Influenza Vaccination

We will pay the cost of the vaccine for annual influenza vaccinations for all Employees.

26.10 Travel Allowance

If we require and authorise you to use your own motor vehicle in the course of performing your duties under this Agreement (for example to accompany a resident to a local shopping centre), you will be paid the Travel Allowance set out in Schedule 3 to this Agreement.

26.11 Post Graduate Qualification Allowance

This clause shall apply to Clinical Employees only.

If we require you to obtain a post graduate qualification that is relevant to and used in the performance of your work in the Centre, you will be paid an allowance as follows:

- (a) for a post graduate Certificate- an additional 4% of the hourly rate of pay for your classification as set out in Schedule 1 to this Agreement;
- (b) for a post graduate Diploma or another degree in addition to your undergraduate nursing degree - an additional 6.5% of the base rate of pay for your classification as set out in Schedule 1 to this Agreement; or
- (c) for a Masters or a Doctorate - an additional 7.5% of the base rate of pay for your classification as set out in Schedule 1 to this Agreement.

You will be entitled to receive only one of the post graduate allowances set out above at any one time.

The post graduate qualification allowance paid in accordance with this subclause shall be included in your hourly rate of pay for the purpose of calculating overtime and annual leave payments only.

26.12 Tool Allowance

An Employee required to provide their own tools in the performance of their duties under the Agreement will be paid the relevant allowance that would otherwise have been payable under the applicable modern award where the Employer has not supplied the required tools.

27. Pay Frequency

- 27.1 Payment of wages will be made fortnightly in arrears, by electronic funds transfer, not more than 5 working days after the end of each pay period.
- 27.2 Payment of allowances for each pay period will be made with the pay run for the pay period to which they relate. Approved expense payments that have not been approved in time for payment in the pay run for the pay period in which they were incurred will be processed in the earliest practicable pay run after approval of the expenses.
- 27.3 When notice of termination of employment has been given by you or by us, payment of all wages and other monies owing to you will be made to you by close of business on the last day of employment.
- 27.4 Employees covered by this Agreement acknowledge and agree that we will not be held liable for any unforeseen event outside our control which prevents us from meeting the requirements of this clause, for example bank error or delay.

28. Authorised Deductions from Payments

- 28.1 You may authorise us to make a deduction from your wages by providing us with a written authorisation to make the deduction, provided that the authorisation:
- (a) specifies the amount of the deduction; and
 - (b) may be withdrawn, in writing, by you at any time (unless the deduction has already been completed).
- 28.2 All payments under this Agreement are subject to withholding of any applicable taxation or other amounts required to be withheld by law.
- 28.3 Any entitlement paid to you in advance or anticipation of its accrual may be deducted from future payments owed to you by us, provided:
- (a) you are notified of the deduction at least 5 working days prior to the pay run from which the amount will be deducted; or
 - (b) if the amount is being deducted from a termination payment, you are notified of the deduction prior to the payment being processed; and
 - (c) you authorise the deduction and the amount of the deduction in writing.
- 28.4 Where there has been an administrative error in the payment of wages resulting in an overpayment to you, we may deduct such overpayment from subsequent wage payment at such rate as may be agreed between you and us in writing, or failing agreement, as may be permitted by law.

29. Superannuation

- 29.1 We will pay compulsory superannuation contributions to you, in accordance with applicable legislation (subject to the statutory minimum and maximum contribution base).
- 29.2 You may nominate a complying superannuation fund of your choice for the purposes of superannuation payments. In the absence of such a nomination by you, we will direct superannuation payments to your 'stapled super fund' (as advised by the Australian Taxation Office), or to our default fund (HESTA) or such other complying fund nominated by us.
- 29.3 Superannuation contributions will be paid by us for all periods of paid leave, including paid parental leave as provided for in clauses 37.2 to 37.4 of this Agreement. Superannuation contributions will not be paid on Government Parental Leave Pay or on payments for unused annual leave or unused long service leave upon termination of employment.
- 29.4 Voluntary employee contributions
- (a) Subject to the governing rules of the relevant superannuation fund, you may, in writing, authorise us to pay on your behalf a specified amount from your post-taxation wages into the same superannuation fund that we make the compulsory superannuation contributions provided for in clause 29.1 above.
 - (b) You may adjust the amount you have authorised us to pay from your wages from the first of the month following the giving of one (1) month's written notice to us.
 - (c) We will pay the amount authorised under clause 29.4(a) at the same time that we make the compulsory superannuation contributions provided for in clause 29.1 above.

PART 5 – TRAINING

30. Company Training

- 30.1 Training is a feature of skills development. Where we determine that training of Employees covered by this Agreement is required, we will endeavour to schedule training programs during your ordinary hours of work.
- 30.2 If we require you to attend training that is conducted outside your ordinary hours of work and you attend this training, you will be paid your hourly rate of pay for your actual time spent in attendance at this training, or 2 hours, whichever is the greater.
- 30.3 Where an Employee is required to attend training outside of their ordinary hours of work, and attendance at such training would otherwise result in the Employee working overtime for the purposes of clause 24.1 of this Agreement, the Employee will be paid the applicable overtime penalty under clause 24 for the time spent attending training.
- 30.4 Where you are required to attend training during your ordinary hours of work that is off site, you will be paid for your ordinary hours of work or, where the training is for part of a day, the actual time spent in attendance at that training.
- 30.5 We will reimburse you for any reasonable travel costs you incur in undertaking training required by us which exceeds the travel costs you normally incur in travelling to and from work. For the avoidance of doubt, travel time to and from an off-site training location (where that travel time occurs outside of your ordinary hours of work) does not constitute time worked for the purposes of this Agreement.

31. Study and Professional Development Leave

- 31.1 If you are a permanent Employee you will be entitled to 3 days' paid study leave each year. This leave can be used to attend a course of study with a recognised institution, attend or prepare for exams for a course of study with a recognised institution, or for professional development purposes which we may approve at our absolute discretion.
- 31.2 If you wish to take a period of study leave, you must make a written request for study leave at least 4 weeks before the intended day(s) of leave.
- 31.3 Study leave does not accrue from year to year and will not be paid out on termination of employment for any reason.
- 31.4 Study leave is paid at the Employee's hourly rate of pay for the time the Employee would have worked had they not been on leave.

A Clinical Employee will be paid their hourly rate of pay as set out in Schedule 1 to this Agreement and is entitled to the incremental progression outlined in Schedule 2 to this Agreement while undertaking post graduate training.

32. Workplace Delegates' Rights

- 32.1 Workplace Delegates' rights are in accordance with the Act, clause 28A of the Nurses Award 2020 and/or clause 7A of the Aged Care Award 2010, as amended or replaced from time to time.
- 32.2 Paid training leave will be provided for up to 2 workplace delegates per calendar year (comprising one (1) workplace delegate from the Australian Nursing and Midwifery Federation (Tasmanian Branch) and one (1) workplace delegate from Health and Community Services Union.
- 32.3 Any additional workplace delegates may attend training under this clause on an unpaid basis subject to our operational requirements and approval.

PART 6 – LEAVE

Employees are entitled to leave in accordance with the Act. Casual Employees are not entitled to paid leave other than paid Family and Domestic Violence in accordance with clause 39.

All leave entitlements set out in Part 6 are expressed as the full-time equivalent entitlement and will be applied on a pro-rata basis for part-time and casual Employees.

33. Annual Leave

Aged Care Employees

33.1 If you are a permanent Aged Care Employee covered by this Agreement, you will be entitled to:

- (a) 4 weeks of annual leave per year of service; or
- (b) 5 weeks of annual leave per year of service if you are a shiftworker.

33.2 For the purposes of clause 33.1, and the additional week's leave provided by the NES, you will be considered a shiftworker if:

- (a) you are regularly rostered to work your ordinary hours outside the ordinary hours of work of a day worker as defined in clause 16.4 of this Agreement; and/or
- (b) you work more than 4 ordinary hours on 10 or more weekends (work in ordinary time on a Saturday and/or Sunday in any one calendar week) to be calculated on each anniversary of the commencement of your employment.

Clinical Employees

33.3 If you are a permanent Clinical Employee covered by this Agreement, you will be entitled to:

- (a) 5 weeks of annual leave per year of service; or
- (b) 6 weeks of annual leave per year of service if you are a shiftworker.

33.4 For the purposes of clause 33.3, and the additional week's leave provided by the NES, you will be considered a shiftworker if:

- (a) you are regularly (ie more often than not in a calendar year) rostered to perform ordinary hours of work over the seven days of the week; and
- (b) you are required to work on at least 20 Saturdays or Sundays in a calendar year. In calculating the 20 days of work, a maximum of 1 day per week will be included in the calculation so that if an you work both Saturday and Sunday on a particular weekend, this will only count as 1 of the 20 days of weekend work.

To avoid any doubt, this means that an Employee who is not a shiftworker for the purposes of clause 33.3 is entitled to 5 weeks of paid annual leave for each year of service with the Company employer, and an Employee who is a shiftworker for the purposes of clause 33.3 is entitled to 6 weeks of paid annual leave for each year of service with the Company.

33.5 In the event you have accrued excessive annual leave, we may require you to take annual leave at a particular time, provided you would have at least 6 weeks of leave remaining after the period of leave is taken and that you are given at least 8 weeks' notice of the requirement to take leave. For the purposes of this clause of the Agreement, you will be considered to have accrued excessive annual leave if your accrued but untaken leave balance is 8 or more weeks, or 10 weeks for shift workers (pro rata for part-time Employees).

33.6 In addition to your ordinary pay, you will be paid the following amounts while on annual leave:

- (a) in the case of day workers, leave loading of 17.5% calculated on your minimum hourly rate of pay on a maximum of 152 hours per annum; or
- (b) in the case of shiftworkers, the 17.5% leave loading or the weekend and shift penalties you would have received had you not been on leave during the relevant period, whichever is the higher.

Cashing Out Annual Leave

33.7 If you have accrued more than 4 weeks of annual leave, you may request to cash out a portion of your accrued but untaken annual leave provided that:

- (a) you may only request to cash out a period of annual leave on 1 occasion per calendar year. Multiple requests will not be considered other than in exceptional circumstances; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between you and us; and
- (c) you must be paid at least the full amount that you would have been paid had you taken the leave that you have forgone; and
- (d) you must have at least 4 weeks of annual leave remaining after the leave is cashed out (or such other amount as may be required under the NES from time to time); and
- (e) approval of your request to cash out a period of annual leave is at the absolute discretion of Wynyard Care Centre Management.

At your election, payment in connection with the period of cashed out leave may be deposited into your nominated bank account or your nominated superannuation fund.

34. Paid and Unpaid Personal Leave

34.1 Employees who commenced employment with us prior to the operation of this Agreement

If the *HACSU/ANF Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2012* applied to your employment with us, your entitlement to paid personal/carer's leave will be as follows:

- (a) a full-time Employee is entitled to 20 days' personal/carer's leave per year of service with us;
- (b) a part time Employee will be entitled to the pro rata equivalent of leave based on their ordinary hours of work with us; and
- (c) casual Employees are not entitled to paid personal/carer's leave but may be entitled to unpaid leave in accordance with clause 34.5 of this Agreement.

34.2 Employees who commenced employment with us after the commencement of the Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement (AG2018/1937)

Your entitlement to paid personal/carer's leave will be as follows:

- (a) a full-time Employee is entitled to 15 days' personal/carer's leave per year of service with us;
- (b) a part time Employee will be entitled to the pro rata equivalent of leave based on their ordinary hours of work with us; and
- (c) casual Employees are not entitled to paid personal/carer's leave but may be entitled to unpaid leave in accordance with clause 34.5 of this Agreement.

34.3 Evidence supporting a claim for personal leave

If you wish to claim a period of personal leave you will need to provide us with evidence that would satisfy a reasonable person (for example, by providing a medical certificate) that your non-attendance at work was due to personal ill health or injury necessitating such absence. In the case of single day absences or where it is not practicable for you to provide a medical certificate, you may provide a statutory declaration verifying the reason for your absence from work (eg personal ill health or injury).

34.4 Evidence supporting a claim for carer's leave

We may require you to produce a medical certificate or a statutory declaration to establish the illness, injury or emergency of the person concerned and that the illness, injury or emergency is such as to require your care.

34.5 Unpaid Carer's Leave

If you are a permanent Employee and you have exhausted all of your paid personal/carer's leave entitlements, you may take up to 2 days' unpaid carer's leave for each permissible occasion you would otherwise have been entitled to paid carer's leave. Eligible casual Employees may also access unpaid carer's leave of 2 days' leave per permitted occasion.

35. Compassionate Leave

- 35.1 Compassionate leave will be provided in accordance with and subject to the NES, except that the entitlement to leave shall be increased to 3 days per permissible occasion, other than for pregnancy loss

which shall be increased to 5 days per permissible occasion as set out in clause 35.6. Compassionate leave, including Stillbirth Leave and Pregnancy Loss Leave, for casual Employees is unpaid.

35.2 This entitlement is non-cumulative and not payable on termination.

35.3 Circumstances in which you may be eligible to take compassionate leave include, but are not necessarily limited to circumstances where:

- (a) a member of your immediate family or a member of your household:
 - (i) has contracted or developed a personal illness that poses a serious threat to their life; or
 - (ii) has sustained a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of your immediate family, or a member of your household if the child had been born alive; or
- (c) you, or your spouse or de facto partner, have a miscarriage.

35.4 For the purposes of this clause, **"immediate family"** includes parents-in-law, siblings-in-law and children-in-law.

35.5 Stillbirth Leave

- (a) Where clause 35.3(b) applies, the Employee is entitled to access:
 - (i) up to 12 months' unpaid parental leave in accordance with the Act; and
 - (ii) 2 weeks of paid parental leave at your hourly rate of pay, in accordance with clause 37.4.
- (b) An Employee who has commenced unpaid parental leave may reduce or cancel the leave and return to work by giving at least 4 weeks' written notice, or a shorter period if agreed, consistent with the Act.
- (c) We may require evidence that would satisfy a reasonable person of the stillbirth, consistent with section 107 of the Act.

35.6 Pregnancy Loss Leave

- (a) Where clause 35.3(c) applies, the Employee is entitled to access 5 days' paid Pregnancy Loss Leave on each occasion a pregnancy ends by way of miscarriage up to 20 weeks' gestation.
- (b) Leave under this clause will commence from the date the miscarriage occurs and is to be taken in one continuous block of leave.
- (c) Pregnancy Loss Leave is a stand-alone entitlement and does not reduce other leave balances. Additional leave may be accessed in accordance with other entitlements available to the Employee.
- (d) When accessing paid Pregnancy Loss Leave, the Employee must provide notice to us as soon as reasonably practicable stating:
 - (i) the period of leave being sought; and
 - (ii) the anticipated date of return to duty.
- (e) To access paid Pregnancy Loss Leave, we may require evidence that would satisfy a reasonable person of the miscarriage such as:
 - (i) a medical certificate; or
 - (ii) an early loss certificate issued by Tasmania's Registry of Births, Deaths and Marriages.

36. Community Service Leave

36.1 Community service leave will be provided in accordance with and subject to the NES. This entitles Employees to be absent from work for the purpose of performing certain community services activities such as a voluntary emergency management activity or jury service.

36.2 Examples of when you may qualify for community service leave include, but are not necessarily limited to circumstances where you volunteer with the following organisations (this is not an exhaustive list and is intended as a guide only):

- (a) Tasmanian Fire Service;
 - (b) State Emergency Service; and
 - (c) other emergency services consistent with the definition in the NES.
- 36.3 Subject to clause 36.4 of this Agreement, eligible community service leave shall be unpaid, save and except that, if you are a permanent Employee, we may pay you for up to a maximum of 3 days' absence per annum provided that:
- (a) you have informed us of the requirement to be absent on community service leave and of the likely length of your absence from work as soon as reasonably practicable after becoming aware of the need to take leave;
 - (b) your absence from work on community service leave will not cause undue disruption to the operational requirements of the Wynyard Care Centre; and
 - (c) upon request, you can provide us with proof of the requirement to take leave and the likely duration of your absence from work.
- 36.4 A permanent Employee required to attend for jury service is entitled to make up pay as provided by the NES.
- 37. Parental Leave**
- 37.1 Unpaid parental leave will be provided in accordance with and subject to the NES.
- 37.2 If you are a permanent Aged Care Employee who is entitled to unpaid parental leave under the NES, you will also be entitled to:
- (a) in the case of the Primary Carer, 9 weeks of paid parental leave at your hourly rate of pay. An Employee may elect to take this leave at half pay for 18 weeks; or
 - (b) in the case of the Non-Primary Carer, 2 weeks of paid parental leave at your hourly rate of pay.
- 37.3 If you are a Clinical Employee who is entitled to unpaid parental leave under the NES, you will also be entitled to:
- (a) in the case of the Primary Carer, 14 weeks of paid parental leave at your hourly rate of pay. An Employee may elect to take this leave at half pay for 28 weeks; or
 - (b) in the case of the Non-Primary Carer, 2 weeks of paid partner leave at your hourly rate of pay.
- 37.4 Paid parental leave in accordance with clause 37.2 or 37.3 may also be accessed, up to a period of no greater than 2 weeks in duration, in circumstances where an Employee, or the Employee's partner, has a pregnancy which ends by way of stillbirth after 20 weeks' gestation. Notice and evidence requirements for accessing paid parental leave in these circumstances are in accordance with clauses 35.5(c).
- 37.5 Other than 8 weeks of leave at the time of birth or placement of a child (in the case of adoption), an Employee couple may not take leave at the same time. Other than this short period of shared leave, each person in the Employee couple must take leave in a continuous period. The second person's leave must start immediately after the first person's leave ends.
- 37.6 The parties acknowledge that Employees may also be eligible to receive payment for periods of parental leave through a Government paid parental leave scheme. From time to time, these payments may be administered (in whole or in part) through us, but we are not otherwise required to make these payments to Employees.
- 37.7 In the event that changes in the Government's paid parental leave scheme results in an Employee not being eligible to receive payment under the scheme as a consequence of receiving paid parental leave under clause 37.2 or 37.3 of this Agreement, we shall not be liable to pay, and you shall not be eligible to receive any additional payment in respect of paid parental leave other than as set out in clause 37.2 or 37.3 (whichever is applicable) above.
- 37.8 For the purposes of this clause, "**Primary Carer**" means the person who principally provides care, or has overall responsibility for the provision of care, to the child.

38. Long Service Leave

Employees covered by this Agreement are entitled to accrue and take long service leave in accordance with the *Long Service Leave Act 1976* (TAS) as amended from time to time.

39. Family and Domestic Violence Leave

- 39.1 Employees are entitled to Family and Domestic Violence Leave in accordance with the Act.
- 39.2 In addition, all Employees (including Casual Employees) will be entitled to 20 days of paid Family and Domestic Violence Leave per 12-month period.

40. Ceremonial and Cultural Leave

40.1 Ceremonial Leave entitlement

- (a) Employees (including Casual Employees) who are legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days' unpaid Ceremonial Leave in any one year.
- (b) This entitlement is non-cumulative, may be taken in whole or in part, and is not payable on termination.

40.2 Cultural Leave entitlement

- (a) Employees (including Casual Employees) are entitled to up to 5 days' unpaid Cultural Leave per year for the purpose of fulfilling ceremonial, cultural, religious or traditional obligations.
- (b) This entitlement is non-cumulative, may be taken in whole or in part, and is not payable on termination.
- (c) Where an Employee is eligible for Ceremonial Leave under clause 40.1 above, they are not entitled to Cultural Leave under this clause.

40.3 Purpose

- (a) Cultural Leave may be taken for occasions such as:
 - (i) participation in traditional cultural ceremonies, including initiation rites or other rites of passage recognised by the Employee's cultural or faith community;
 - (ii) observance of major religious or cultural festivals that are significant within the Employee's cultural or faith tradition (for example, Diwali, Eid al-Fitr, Eid al-Adha, Lunar New Year, Passover, Hanukkah, Vesak); and
 - (iii) other specific cultural obligations formally recognised by the Employee's community or faith group.
- (b) Leave may be taken in one continuous period or separate periods, subject to operational requirements. The Company will not unreasonably refuse a request under this clause.

40.4 Notice, consultation and evidence requirements

- (a) The Employee must give at least 4 weeks' written notice of the proposed leave under this clause and discuss timing with their Manager.
- (b) Where it is not reasonably practicable to give 4 weeks' notice (for example, where dates are determined by cultural authorities or for bereavement related ceremonies), the Employee must give as much notice as practicable.
- (c) We may request evidence that would satisfy a reasonable person of the cultural purpose and timing of the leave, which may include a statutory declaration, or a letter or email from a community, cultural or religious leader/organisation, or other appropriate documentation. Any information provided will be handled confidentially and only disclosed to the extent reasonably necessary.

40.5 Interaction with other leave entitlements

- (a) Ceremonial Leave and Cultural leave under this clause is unpaid and does not reduce any other leave balances.
- (b) An Employee may request to use Annual Leave or Exceptional Circumstances Leave in addition to or instead of unpaid leave under this clause, subject to approval and operational requirements.

40.6 Public holiday substitution (by agreement)

- (a) By mutual written agreement between the Company and the Employee, a day that would otherwise be a public holiday under clause 25 of this Agreement may be substituted for another day of cultural or religious significance to the Employee.
- (b) Where a substitution is agreed:
 - (i) the substituted day will be treated as the public holiday for all purposes of this Agreement (including payment and penalty provisions); and
 - (ii) the original day will be treated as an ordinary working day for the Employee (that is, public holiday entitlements will not apply on the original day).
- (c) Unless otherwise agreed, the Employee will provide at least 4 weeks' notice in writing of a proposed public holiday substitution to their Manager, with the request to specify the original public holiday to be substituted, and the proposed substituted public holiday.
- (d) Upon receipt of the Employee's written public holiday substitution request, the Employer is to advise the Employee within 14 days whether the public holiday substitution request is approved.
- (e) Where an Employee's employment ends after a public holiday substitution has been approved but before the substituted public holiday is taken, the Employee will be paid an amount equal to what they would have received had they not worked on the original public holiday (including any applicable public holiday penalties).
- (f) In the event of a Dispute in relation to this clause, the parties will follow the dispute resolution procedure set out in clause 9 of this Agreement.

41. **Exceptional Circumstances Leave**

41.1 Entitlement

- (a) An Employee may be granted up to 5 days' paid Exceptional Circumstances Leave per calendar year. This entitlement is non-cumulative and not payable on termination.
- (b) Exceptional Circumstances Leave may be taken in one continuous period or separate periods, in minimum increments of a half day, subject to operational requirements.

41.2 Purpose

Exceptional Circumstances Leave is intended to support Employees in genuine, unforeseen or compelling circumstances. Without limiting its scope, examples include:

- (a) **Additional time associated with Compassionate Leave** – including circumstances not expressly covered by the definition of "immediate family" and sensitive family matters of comparable gravity;
- (b) **Pregnancy loss and stillbirth** – where further support is required following Pregnancy Loss Leave and/or Stillbirth Leave taken by the Employee;
- (c) **Reproductive health and wellbeing** – to support any reproductive health and wellbeing needs that cannot reasonably be scheduled outside an Employee's working hours;
- (d) **Caring responsibilities not otherwise covered by this Agreement** – including short-term care for grandchildren and assistance to parents or parents-in-law (for example, arranging or attending aged care assessments, tours or intake appointments);
- (e) **Household emergency** – where an Employee is directly impacted by fire, flood or other natural disaster;
- (f) **Outbreak-related absence** – where the illness is directly traceable to the Company's premises and there are no known instances of non-conformance by the Employee with the Company's infection prevention and control measures;
- (g) **Cultural or ceremonial observances** – where further leave is required following Ceremonial and Cultural Leave taken by the Employee;
- (h) **Loss of a household pet** – where an Employee is required to provide care to a household pet, or where the Employee's household pet passes away; and

- (i) **any comparable exceptional circumstance** – as approved in accordance with this clause.

41.3 Approval and operational requirements

- (a) Exceptional Circumstances Leave is subject to approval by the Employee's Manager, having regard to the nature of the circumstances and operational requirements.
- (b) An Employee's request under this clause will not be unreasonably refused.

41.4 Notice, consultation and evidence requirements

- (a) Where the need for leave is foreseeable, the Employee is required to provide the Company as much notice as practicable (and, where practicable, up to 4 weeks' notice) and is expected to discuss the timing of this leave with their Manager.
- (b) Where the need is not foreseeable, the Employee must notify the Company as soon as practicable and advise the expected period of leave to be taken.
- (c) The Company may request evidence that would satisfy a reasonable person of the exceptional circumstance and timing of the leave. Examples include a medical certificate, appointment or booking confirmation, an official emergency notice, a letter/email from a relevant service provider, and/or a statutory declaration.
- (d) Any information provided will be handled confidentially and disclosed only to the extent reasonably necessary to assess the request.

41.5 Interaction with other leave entitlements

- (a) Exceptional Circumstances Leave under this clause is in addition to statutory entitlements and other leave provided by this Agreement. It does not reduce other leave balances unless expressly elected by the Employee to use such balances instead.
- (b) Exceptional Circumstances Leave must not duplicate paid leave for the same hours already approved under another entitlement under this Agreement.
- (c) Nothing in this clause prevents the Company and the Employee agreeing to use annual leave or other applicable entitlements instead of or in addition to Exceptional Circumstances Leave.

41.6 No cashing out

Exceptional Circumstances Leave cannot be cashed out and does not accrue from year to year.

PART 7 – TERMINATION OF EMPLOYMENT

42. Ending Employment (during probation period)

- 42.1 This clause does not apply to casual Employees.
- 42.2 Unless a shorter period is specified in your individually negotiated terms of employment, the first 6 months of your continuous employment with us will be a probationary period.
- 42.3 During the probationary period, either we or you may end the employment by giving the other party 1 weeks' notice in writing. Alternatively, we may terminate your employment with less than 1 weeks' notice, as long as we pay you the difference between the notice actually given (if any) and a week's pay (as if the full notice period had been given).

43. Ending Employment (after probation period)

- 43.1 This clause applies after an Employee's probationary period ends. This clause does not apply to casual Employees.
- 43.2 Subject to clause 43.5 of this Agreement, either we or you may terminate your employment by giving the appropriate period of notice in writing as provided in the table below:

Period of continuous service	Notice period (Employee aged 45 and under)	Notice period (Employee aged over 45)
Not more than 1 year	1 week	1 week
More than 1 year, but not more than 2 years	2 weeks	2 weeks
More than 2 years, but not more than 3 years	2 weeks	3 weeks
More than 3 years, but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- 43.3 Despite clause 43.2 above, if you are over 45 years of age at the time you give us notice of termination of your employment (ie notice that you intend to resign from your employment), you will only be required to provide the same notice as Employees aged 45 and under in the table in clause 43.2.
- 43.4 Alternatively, we may terminate your employment by giving you less notice than would otherwise be required by clause 43.2, as long as we pay you the difference between the notice actually given (if any) and your full rate of pay for the notice period specified in clause 43.2 (as if the full notice period had been given). For the purposes of this clause, your full rate of pay includes your hourly rate of pay plus applicable loadings, overtime and penalty rates for the hours you would have worked had your employment continued until the end of the period of notice.
- 43.5 Despite clause 43.2 of this Agreement, we may terminate your employment immediately and without notice if you engage in serious misconduct. For the purposes of this Agreement, serious misconduct includes, but is not limited to:
- (a) wilful or deliberate behaviour that is inconsistent with the continuation of your employment;
 - (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of our business;
 - (c) in the course of your employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault;
 - (iv) sexual harassment;

- (d) being intoxicated at work; or
- (e) refusing to carry out a lawful and reasonable instruction that is consistent with this Agreement or your employment contract.

44. Ending Employment (other matters)

If you resign or abandon your employment without giving the required notice in advance, we will only be required to pay you for the period up to and including your last day worked. We may also withhold from any payment due to you on termination an amount equal to your ordinary pay for the period of notice not given (to the extent permitted by law).

45. Redundancy

45.1 Definition of Redundancy

Your position will be redundant if we make a definite decision that we no longer wish the job you have been doing to be done by anyone (and this is not due to the ordinary and customary turnover of labour) and that decision leads to the termination of your employment.

Wynyard Care Centre recognises the importance of job security and while redundancy may not be desirable, prevailing business circumstances may mean it may not be avoidable. Wynyard Care Centre will approach any redundancy situation with fairness and transparency, in compliance with our legal obligations.

45.2 Employees who commenced employment with us prior to the operation of this Agreement

If the *HACSU/ANF Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2012* applied to your employment with us immediately before this Agreement commenced operation, your entitlement to redundancy pay will be as follows (where redeployment or retraining opportunities are not available):

- (a) four (4) weeks' pay in lieu of notice;
- (b) two (2) weeks' pay for each year of service or part thereof, provided that where this results in a payment that is less than the NES the NES provision will apply;
- (c) full payment of all accrued annual leave entitlements including leave loading;
- (d) payment of pro-rata long service leave after five (5) years of continuous service for Clinical Employees; and
- (e) payment of pro-rata long service leave after seven (7) years of continuous service for Aged Care Employees.

45.3 Employees who commence employment with us after the commencement of the *Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement (AG2018/1937)*

If you are eligible for redundancy pay, you will be paid the appropriate amount from the table below in addition to your entitlement to notice and accrued but untaken annual and long service leave in accordance with clauses 38 and 43.2 of this Agreement and the NES.

Period of continuous service on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks

At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

45.4 As an alternative to redundancy, we may agree with you to transfer you to lower paid duties. If this happens you will be entitled to the same period of notice as you would have been entitled to receive had your employment been terminated.

45.5 Redundancy Conditions

- (a) The notice and redundancy payments in this clause are in satisfaction of, and not in addition to, the NES or any other entitlement of the same nature.
- (b) Notice and redundancy pay do not apply to casual Employees, Employees with less than 12 months' service as at the termination date or fixed term or project based Employees where the employment comes to an end due to the end of the term or work on the project.
- (c) Redundancy pay under this Agreement is not payable in situations where it would not be payable under the NES (including where FWC makes an order that it is not payable, or not payable in full).
- (d) The calculation of all other conditions of employment or benefits not specifically dealt with by this clause will be made in accordance with the terms of this Agreement.

45.6 Transfer of Business

This clause 45 (in particular the redundancy pay entitlements under clauses 45.2 and 45.3) does not apply to you if the site, or part of the site or section of our business where you normally perform work is transferred to another employer (in this subclause called the "transferee"), and you are offered alternative employment with the transferee:

- (a) on terms and conditions which are substantially similar to, and no less favourable, considered on an overall basis, than the terms and conditions applicable to you at the time of ceasing employment with us; and
- (b) which recognises the period of your prior continuous service with us to be continuous service with the transferee,

regardless of whether you accept the offer of employment from the transferee.

45.7 Suitable Alternative Employment

This clause 45 (in particular the redundancy pay entitlements under clauses 45.2 and 45.3) will not apply to you if we find you suitable alternative employment, regardless of whether you accept the offer of employment.

45.8 Time Off During Notice Period

Where we give you notice of termination due to redundancy, you will be allowed up to 1 days' time off without loss of pay during each week of your notice period for the purpose of seeking other employment. The time off shall be taken at time(s) that are convenient to you following consultation with us.

PART 8 - MISCELLANEOUS

46. Definitions

"Act" means the *Fair Work Act 2009* (Cth).

"Aged Care Classifications" means the aged care classifications in Schedule 2 to this Agreement.

"Aged Care Employee" means an Employee employed in an Aged Care Classification in Schedule 2 to this Agreement.

"AHPRA" means the Australian Health Practitioner Regulation Authority.

"Award" means the relevant modern award for the classification of staff employed under this Agreement, being the Aged Care Award 2010 for Aged Care Classifications and the Nurses Award 2020 for Clinical Classifications.

"casual Employee" means an Employee who:

- (a) is engaged as such on an hourly basis and paid a casual loading; and
- (b) is not guaranteed any ongoing work and should not expect regular or systematic hours.

"day worker" means an Employee whose weekly ordinary hours of work are performed between the period 6.00am and 7.00pm on the days Monday to Friday inclusive.

"Clinical Classifications" means the clinical classifications in Schedule 2 to this Agreement.

"Clinical Employee" means an Employee employed in a Clinical Classification in Schedule 2 to this Agreement.

"Employee" means an Employee employed by the Employer and covered by the scope of this Agreement.

"Employer" means IBIS No 3 Ply Ltd t/as Wynyard Care Centre.

"FWC" means the Fair Work Commission.

"IFA" means Individual Flexibility Agreement.

"immediate family" of an Employee means:

- (a) a spouse, de facto partner (including same sex couples), child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

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

"NES" means the National Employment Standards as set out in the Act.

"roster" means a work pattern designed for a specific work area setting out the names of Employees required to work in accordance with the roster and the days, dates, times and hours when each rostered Employee is required to perform work.

"shiftworker" means an Employee other than day worker who is regularly required to work their ordinary hours of work outside the span of hours of a day worker in accordance with a roster.

Signing page

Signed in accordance with s 185(5) of the Act and Regulation 2.06A of the *Fair Work Regulations 2009* (Cth):

On behalf of the Company



Signature of employer representative

Greg Aleckson

Full name of employer representative

Cnr Quiggin & Moore Streets, Wynyard, Tasmania 7325

Full address of employer representative

21 / 5 / 2026

Date signed by employer representative

Director of IBIS (No.3) Pty Ltd t/a Wynyard Care Centre

Explanation of employer representative's authority to sign on behalf of employer

On behalf of the Employees covered by the Agreement



Signature of Employee representative

Tammy Munro

Full name of Employee representative

11 Clare Street, New Town 7008

Full address of Employee representative

22 May 2026

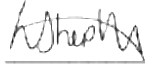
Date signed by Employee representative

Acting Secretary - Health Services Union, Tasmania Branch

Explanation of Employee representative's authority to sign on behalf of employer

22

On behalf of the Employees covered by the Agreement



Signature of Employee representative

Emily Shepherd

Full name of Employee representative

182 Macquarie Street Hobart TAS 7000

Full address of Employee representative

25/05/2026

Date signed by Employee representative

Branch Secretary of the ANMF Tasmanian Branch

Explanation of Employee representative's authority to sign on behalf of employer

SCHEDULE 1 – RATES OF PAY

HOURLY RATES – AGED CARE – DIRECT CARE – EMPLOYEES

EA Classification	Current Award Rate	WCC rate of pay as at 30 June 2026	From the first full pay period commencing on or after 1 July 2026 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2027 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2028 (3% or the FWC annual wage review increase, whichever is greater)
Aged Care Employee – Direct Care – Introductory	\$31.13	\$31.83	\$32.78	\$33.77	\$34.78
Aged Care Employee – Direct Care – Direct Carer	\$32.86	\$33.60	\$34.61	\$35.65	\$36.71
Aged Care Employee – Direct Care – Qualified	\$34.59	\$35.37	\$36.43	\$37.52	\$38.65
Aged Care Employee – Direct Care – Senior	\$35.97	\$36.78	\$37.88	\$39.02	\$40.19
Aged Care Employee – Direct Care – Specialist	\$37.35	\$38.19	\$39.34	\$40.52	\$41.73
Aged Care Employee – Direct Care – Team Leader	\$38.74	\$39.61	\$40.80	\$42.02	\$43.28

HOURLY RATES – AGED CARE – GENERAL – EMPLOYEES

EA Classification	Current Award Rate	WCC rate of pay as at 30 June 2026	From the first full pay period commencing on or after 1 July 2026 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2027 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2028 (3% or the FWC annual wage review increase, whichever is greater)
Aged Care Employee – General – Level 1	\$26.51	\$27.18	\$27.99	\$28.83	\$29.70
Aged Care Employee – General – Level 2	\$27.56	\$28.25	\$29.10	\$29.98	\$30.87
Aged Care Employee – General – Level 3	\$28.62	\$29.34	\$30.22	\$31.13	\$32.06
Aged Care Employee – General – Level 4	\$28.96	\$29.69	\$30.58	\$31.50	\$32.44
Aged Care Employee – General – Level 4 – Head Cook	\$32.33	\$33.14	\$34.14	\$35.16	\$36.22
Aged Care Employee – General – Level 5	\$29.94	\$30.69	\$31.61	\$32.56	\$33.54
Aged Care Employee – General – Level 5 – Qualified Chef	\$33.43	\$34.27	\$35.30	\$36.36	\$37.45
Aged Care Employee – General – Level 6	\$31.55	\$32.35	\$33.32	\$34.31	\$35.34
Aged Care Employee – General – Level 7	\$32.12	\$32.93	\$33.92	\$34.93	\$35.98

HOURLY RATES – CLINICAL EMPLOYEES

EA Classification	Current Award Rate	WCC rate of pay as at 30 June 2026	From the first full pay period commencing on or after 1 July 2026 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2027 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2028 (3% or the FWC annual wage review increase, whichever is greater)
Student Enrolled Nurse	\$29.60	\$31.83	\$32.78	\$33.77	\$34.78
Enrolled Nurse					
1st year of service	\$37.09	\$37.09	\$38.20	\$39.35	\$40.53
2nd year of service and thereafter	\$37.09	\$38.43	\$39.58	\$40.77	\$41.99
Registered Nurse Level 1					
1st year of service	\$38.07	\$41.76	\$43.01	\$44.30	\$45.63
2nd year of service up to 4 th year of service	\$40.00	\$43.87	\$45.19	\$46.54	\$47.94
4th year of service and thereafter	\$43.72	\$47.95	\$49.39	\$50.87	\$52.40
Registered Nurse Level 2					
1st year of service up to 3 rd year of service	\$47.34	\$51.92	\$53.48	\$55.09	\$56.74
3 years of service and thereafter	\$49.48	\$54.27	\$55.90	\$57.57	\$59.30

SCHEDULE 2 - CLASSIFICATIONS

1. General overview

Each Employee covered by this Agreement will be classified in accordance with whichever of the following classifications best describes the nature of the employment they are engaged to perform. In this Schedule, a reference to a required skill or attribute is an indicative reference to a skill or attribute the Employer requires or expects an Employee to possess as part of the inherent requirements of their role.

Classification at a level is by appointment only (apart from the Introductory level), where the Employee is required to use and apply the competencies, skills and qualifications for the primary purpose of the role. Progression between classification levels is at the sole discretion of the Employer and is dependent upon the Employee being required to hold the applicable competencies to perform the duties of their position and subject to vacancies existing at the applicable classification level.

2. Aged Care – Direct Care – Classifications

Classification	Description
Aged Care Employee – Direct Care – Introductory	An Employee who has less than 3 months' work experience in the aged care 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; • requires no previous experience or training; • may be engaged in a position which includes but is not limited to general administrative support including reception, accounts and basic resident enquiries; and • may provide catering, cleaning, laundry, assistant gardener or similar support services.
Aged Care Employee – Direct Care – Direct Carer	An Employee at this level: • has more than 3 months' work experience in the aged care industry; • 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.
Aged Care Employee – Direct Care – Qualified	An Employee at this level: • has a qualification allowing them to be classified as a Qualified Employee (minimum Certificate III in Individual Support (Ageing) or equivalent qualification); • is capable of prioritising work within established routines, methods and procedures; • is responsible for work performed with a medium level of

Classification	Description
	accountability or discretion; • is responsible for taking on additional responsibilities; • works under limited supervision, either individually or in a team; • possesses sound communication and/or arithmetic skills; • requires specific on-the-job training and/or relevant skills training or experience; and • in the case of an administration/clerical Employee, undertakes a range of basic clerical functions within established routines, methods and procedures.
Aged Care Employee – Direct Care – Senior	An Employee at this level: • has a qualification allowing them to be classified as a Senior Employee, and who has obtained at least 4 years' experience classified as a Direct Care – Qualified Employee after 1 January 2025; • 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; • may require basic computer knowledge or be required to use a computer on a regular basis; • possesses administrative skills and problem solving abilities; and • possesses well developed communication, interpersonal and/or arithmetic skills.
Aged Care Employee – Direct Care – Specialist	An Employee at this level: • has a qualification allowing them to be classified as a Qualified Employee (minimum Certificate IV in Ageing Support or equivalent qualification); • 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; and • possesses well-developed communication, interpersonal and/or arithmetic skills.
Aged Care Employee – Direct Care – Team Leader	An Employee at this level: • has a qualification allowing them to be classified as a Qualified Employee (minimum Certificate IV in Ageing Support or

Classification	Description
	equivalent qualification); • 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; • is required to supervise and train other direct care Employees; • 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; and • possesses well developed communication, interpersonal and/or arithmetic skills.

3. Aged Care – General – Classifications

Classification	Description
Aged Care Employee – General – Level 1	An Employee who has less than 3 months' work experience in the aged care 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.
Aged Care Employee – General – Level 2	An Employee at this level: • has more than 3 months' work experience in the aged care industry; • 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.
Aged Care Employee – General – Level 3	An Employee at this level: • is capable of prioritising work within established routines, methods and procedures (non-administrative/clerical); • is responsible for work performed with a medium level of accountability or discretion (non-administrative/clerical); • works under limited supervision, either individually or in a team (non-administrative/clerical); • possesses sound communication and/or arithmetic skills (non-administrative/clerical);

Classification	Description
	- requires specific on-the-job training and/or relevant skills training or experience (non-administrative/clerical); and - in the case of an administrative/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.
Aged Care Employee – General – Level 4 Aged Care Employee – General – Level 4 – Head Cook	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 and may require formal qualifications and/or relevant skills training or experience.
Aged Care Employee – General – Level 5 Aged Care Employee – General – Level 5 – Qualified Chef	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 the supervision of others; - 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 and may require formal qualifications at trade or certificate level and/or relevant skills training or experience.
Aged Care Employee – General – 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, Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Classification	Description
Aged Care Employee – General – 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.

4. Clinical Classifications

Classification	Description
Student/Trainee Enrolled Nurse	An Employee at this level: • holds either a Certificate IV in Nursing or a Hospital Certificate; • is an Employee undergoing an approved training course in enrolled nursing under the provisions of the AHPRA; and • has no endorsement on their registration to administer medications.
Enrolled Nurse	An Employee at this level; • holds either a Diploma of Nursing or Certificate IV in Nursing/Hospital Certificate; and • is a nurse registered as a Health Practitioner by the AHPRA as an Enrolled Nurse (Division 2) under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.
Registered Nurse Level 1	An Employee at this level; • holds either a Bachelor of Nursing or a Hospital Certificate; • is a nurse registered as a Health Practitioner by the AHPRA as a Registered Nurse (Division 1) under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010; and • cannot be appropriately classified at a higher level (below).
Registered Nurse Level 2	An Employee at this level means a Registered Nurse who is engaged as such; and • has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; • has the ability and skills to provide guidance to Level 1

	Registered Nurses; and • is employed within a care unit.
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5. Accelerated Advancement

A Registered Nurse who holds a university qualification which results in their initial registration with AHPRA is to commence as a Registered Nurse Level 1, Year 2.

6. Progression Between Pay Points for Clinical Employees

For the purpose of yearly progression based on service and experience, an Employee must complete 1976 hours of work in the relevant classification. If an Employee wishes their work with another organisation to be considered for the purpose of progression based on service and experience, the Employee must notify the employer of their hours worked with such other organisation within one month of the end of each quarter (for example, hours worked in the January to March quarter must be notified to the employer no later than 30 April of the same year). The decision to recognise an Employee's service and experience with another employer shall be at the employer's absolute discretion but shall not be unreasonably withheld.

SCHEDULE 3 – ALLOWANCES

Summary Table

Allowance	WCC rate on approval of Agreement (\$)	From the first full pay period commencing on or after 1 July 2026 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2027 (3% or the FWC annual wage review increase, whichever is greater)	From the first full pay period commencing on or after 1 July 2028 (3% or the FWC annual wage review increase, whichever is greater)
In Charge – Registered Nurse (per shift)	38.76	39.92	41.12	42.35
In Charge – Enrolled Nurse (per shift)	16.51	17.01	17.52	18.05
Orientation Allowance (per hour)	1.30	1.34	1.38	1.42
Preceptor Allowance (per hour)	5.17	5.33	5.49	5.65
On Call – Monday to Friday (per hour)	3.00	3.09	3.18	3.28
On Call – Monday to Friday Minimum (per shift)	27.36	28.18	29.03	29.90
On Call – Saturday (per shift)	41.21	42.45	43.72	45.03
On Call – Sunday / Public Holiday (per shift)	48.08	49.52	51.01	52.54
Meal Allowance – Initial Overtime Period	16.62	17.12	17.63	18.16

Meal Allowance – Each Additional 4 Hours Overtime	14.98	15.43	15.89	16.36
Uniform and Laundry Allowance (per shift or part thereof)	1.89	1.95	2.01	2.07
Foul & Nauseous Linen Allowance (per hour or part thereof)	0.60	0.62	0.64	0.66
Travel Allowance (per kilometre)	0.99	1.02	1.05	1.08

In Charge Allowance

Clinical Employees who, for more than half a shift, are required to assume charge of the Wynyard Care Centre will be paid an in-charge allowance for each shift worked, provided that in-charge responsibility includes all areas of the facility including catering, domestic and care staff and provided that the Clinical Leader (or equivalent) is not on duty at the same time.

The allowance payable to a Registered Nurse in charge will be \$38.76 per shift.

The allowance payable to an Enrolled Nurse in charge will be \$16.51 per shift.

Orientation Allowance

An allowance of \$1.30 per hour will be payable where an Employee is required to engage in the orientation of new Employees or students/trainees.

Preceptor Allowance

An allowance of \$5.17 per hour will be payable if you are a Clinical Employee that is required by the Company to act in an approved preceptor role.

On Call Arrangements Allowance

The following allowance rates will be payable to Clinical Employees required to remain on call:

- for on call work performed Monday to Friday (inclusive), \$3 per hour with a minimum payment per day or shift of \$27.36;
- for on call work performed on a Saturday, \$41.21 per day or shift on call; and
- for on call work performed on a Sunday or public holiday, \$48.08 per day or shift on call.

Meal Allowance

An allowance of \$16.62 will be payable where the Company does not provide you with a meal after working overtime for more than 1 consecutive hour.

An allowance of \$14.98 will be payable for each additional 4 hours of overtime beyond the initial period of 1 hour specified in clause 26.6(b) of this Agreement.

Uniform and Laundry Allowance

Instead of being provided with a uniform, you may be provided with an allowance at the rate of \$1.89 per shift or part thereof if we do not provide you with a uniform and you instead arrange to launder your own uniforms (or in circumstances where you are permitted to wear something other than a uniform, that item of clothing).

This allowance will be payable during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 consecutive days.

Foul & Nauseous Linen Allowance

An allowance of \$0.60 cents per hour or part thereof will be paid to an employee engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duties normally performed by such Employee in such classification.

Travel Allowance

An allowance of \$0.99 per kilometre travelled will be payable where the Company requires and authorises you to use your own motor vehicle in the course of performing your duties under this Agreement (for example to accompany a resident to a local shopping centre).

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2026/1351

Applicant: Ibis No 3 Pty Limited t/as Wynyard Care Centre

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Natasha Chadwick, Director of IBIS No 3 Pty Limited t/as Wynyard Care Centre, give the following undertakings with respect to the *Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2025* ("the Agreement"):

1. I have the authority given to me by IBIS No 3 Pty Limited t/as Wynyard Care Centre ("the Company") to provide this undertaking in relation to the application before the Fair Work Commission.

Shiftworkers and the additional week of annual leave under the Agreement

2. The Company undertakes that, for the duration of the Agreement, a Clinical Employee will be treated as a shiftworker for the purposes of the additional week of annual leave provided by the National Employment Standards if the employee satisfies the definition in clause 33.4 of the Agreement or the definition of shiftworker in clause 22.2(b) of the Nurses Award 2020, so that no employee who would qualify as a shiftworker under the Nurses Award is denied the additional week under the Agreement.

Redundancy pay

3. The Company undertakes that, for the duration of the Agreement, clause 45.7 of the Agreement will be read and applied subject to section 120 of the *Fair Work Act 2009* (Cth) ("the Act").
4. The Company undertakes that, for the duration of the Agreement, where it obtains suitable alternative employment for an employee, the employee's entitlement to redundancy pay will be reduced or removed only where the Fair Work Commission so determines on an application by the Company under section 120 of the Act.

Maximum daily hours for day workers

5. The Company undertakes that, for the duration of the Agreement, a full-time day worker who works ordinary hours in excess of 8 hours on any day under clause 16.7 of the Agreement will be paid at the overtime rate in clause 24.3 of the Agreement for each hour worked in excess of 8 hours on that day.

Casual overtime

6. The Company undertakes that, for the duration of the Agreement, and despite clause 14.5(c) of the Agreement, overtime for casual employees will be calculated on the Casual Base Rate of Pay, being the minimum hourly rate inclusive of the 25% casual loading, such that no casual employee receives less for overtime than under clause 25.1(c) of the Aged Care Award 2010 or clause 19.2(a) of the Nurses Award 2020.

Casual weekend penalties

7. The Company undertakes that, for the duration of the Agreement, casual weekend penalties under clause 22.1 of the Agreement will be calculated on the Casual Base Rate of Pay, consistent with clause 22.3, such that no casual employee receives less for weekend work than under clause 21 of the Nurses Award 2020.

Early commencing shifts

8. The Company undertakes that, for the duration of the Agreement, an aged care employee who works a shift commencing before 6.00am will be paid, for that shift, the higher of the shift loading payable under clause 23 of the Agreement and the shift loading that would have applied to that shift under clause 26 of the Aged Care Award 2010.

Overtime and shift swaps

9. The Company undertakes that, for the duration of the Agreement, clause 24.2 of the Agreement will be applied only to overtime that arises because a swap of hours arranged between employees at their own instigation results in an employee working a shift they were not rostered to work with less than 7 days' notice, and will not be applied to reduce any overtime that arises because of the number of hours the employee actually works.
10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

2 July 2026

Date