



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**IBIS No 3 Pty Ltd T/A Wynyard Care Centre**  
(AG2018/1937)

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

Aged care industry

COMMISSIONER LEE

MELBOURNE, 13 NOVEMBER 2018

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

[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* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by IBIS No 3 Pty Ltd T/A Wynyard Care Centre. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 November 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE500723 PR702243>

## Annexure A

TO: Fair Work Commission  
11 Exhibition Street  
Melbourne VIC 3000

### UNDERTAKINGS

**AG2018/1937 - Wynyard Care Centre (Synovum Care Group) Nursing and General Staff Agreement (Agreement)**

I am authorised to make these undertakings on behalf of IBIS No 3 Pty Ltd (the Employer).

The Employer makes the following undertakings under section 190 of the *Fair Work Act 2009 (Cth)* (Act) in connection with the approval of the Agreement:

1. The Employer undertakes and agrees to interpret and apply clause 11.4 of the Agreement as if the clause was deleted and replaced with the following:

*"11.4 The ordinary hours of work for a day worker will be between the hours of 6.00am and 6.00pm Monday to Friday."*

2. In respect of clause 17.1(c) of the Agreement, the Employer undertakes and agrees that in the event that any employee is rostered to commence work between 11.00pm and midnight on a Saturday and thereby continues to work after midnight and into Sunday the employee will be paid at the rate of 100% of their ordinary rate of pay for those hours worked.

3. In respect of clause 18.1 of the Agreement, the Employer undertakes and agrees that:

- (a) if any employee is rostered to work a shift finishing after 6pm but before 7pm they will be paid a shift loading of 15% for all hours worked on that shift;
- (b) if any employee is rostered and works a shift that is not provided for in the Agreement they will be paid the relevant shift penalty that would have otherwise been payable under the applicable modern award for that shift.

4. The Employer undertakes and agrees to interpret and apply clause 19.1 of the Agreement as if the clause were deleted and replaced as follows:

*"19.1 Overtime hours are hours worked by any employee with the prior approval of Wynyard Care Centre management:*

- (i) *in excess of 8 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
- (ii) *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*
- (iii) *In excess of 38 worked hours per week unless extended in accordance with this Agreement; or*

- (iv) *where work is performed by a day worker outside the span of hours 6.00am to 6.00pm except where agreement is reached in accordance with this Agreement; or*
  - (v) *where there has not been an 8 hour rest break between shifts; or*
  - (vi) *where we require an employee to alter their shift with less than 7 days' notice (other than as provided in clause 13.5 of this Agreement)."*
- 5. The Employer undertakes and agrees to interpret and apply clause 21.4(a) of the Agreement as if the clause were deleted and replaced as follows:
  - "(a) The allowance rate for Clinical Employees required to remain on call shall be:*
    - (i) for on call work performed Monday to Friday (Inclusive), \$2.68 per hour with a minimum payment per day or shift of \$21.44;*
    - (ii) for on call work performed on a Saturday, \$32.30 per day or shift on call; and*
    - (iii) for on call work performed on a Sunday or public holiday, \$37.68 per day or shift on call."*
- 6. The Employer undertakes and agrees to interpret and apply clause 21.5 of the Agreement as if the meal allowance payable in clause 21.5(b) of the Agreement is \$12.88 and the meal allowance payable in clause 21.5(c) of the Agreement is \$11.61.
- 7. The Employer undertakes and agrees to interpret and apply clause 21.7 of the Agreement as if the allowance payable in this clause is \$0.46 per hour.
- 8. The Employer undertakes and agrees that any employee who is 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.
- 9. In respect of clause 25 of the Agreement, the Employer undertakes and agrees that:
  - (a) in the event an employee is required to attend training outside of their ordinary hours of work; and
  - (b) attendance at such training would otherwise result in the employee working overtime for the purposes of clause 19.1 of this Agreement,

the employee will be paid the applicable overtime penalty under clause 19 of this Agreement for the time spent attending training.
- 10. The Employer undertakes and agrees to interpret and apply the Agreement as if clause 27.5 of the Agreement was deleted and further undertakes not to seek to enforce this clause.
- 11. The Employer undertakes and agrees to interpret and apply clause 27.6 of the Agreement such that the words "requirement to take annual leave" in clause 27.5 of the Agreement are inserted at the beginning of clause 27.6, so that the clause reads as follows:

*"27.6 Requirement to take Annual Leave*

*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)."*

12. The Employer undertakes and agrees to interpret and apply the Agreement such that the table titled "Hourly Rates - Aged Care Employees" in Schedule 1 to the Agreement is deleted and replaced with the following table:


	From the first full pay period on or after commencement of the Agreement (1.5%)	From the first full pay period commencing on or after 1 July 2018 (1.5%)	From the first full pay period commencing on or after 1 July 2019 (2%)	From the first full pay period commencing on or after 1 July 2020 (2.5%)
Aged Care Employee Level 1	\$20.43	\$20.73	\$21.15	\$21.68
Aged Care Employee Level 2	\$21.27	\$21.59	\$22.02	\$22.57
Aged Care Employee Level 3	\$22.11	\$22.44	\$22.89	\$23.46
Aged Care Employee Level 4	\$22.37	\$22.70	\$23.16	\$23.74
Aged Care Employee Level 5	\$23.12	\$23.47	\$23.94	\$24.54
Aged Care Employee Level 6	\$24.69	\$25.07	\$25.57	\$26.21

13. The Employer undertakes and agrees to interpret and apply the Agreement such that the hourly rates of pay for employees in the classification Student/Trainee Enrolled Nurse in Schedule 1 to the Agreement are deleted and replaced as follows:

	From the first full pay period on or after commencement of the Agreement (1.5%)	From the first full pay period commencing on or after 1 July 2018 (1.5%)	From the first full pay period commencing on or after 1 July 2019 (2%)	From the first full pay period commencing on or after 1 July 2020 (2.5%)
Student/Trainee Enrolled Nurse	\$20.43	\$20.73	\$21.15	\$21.68

The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Signed:

A handwritten signature in black ink, appearing to read 'Natasha', followed by a long horizontal flourish.

Name: Natasha Chadwick

Position: Managing Director

Date: 6 November 2018

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

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

## INDEX

PART 1 – OPERATION OF AGREEMENT .....	3
1. How This Agreement Operates .....	3
2. Who This Agreement Covers.....	3
3. Effect on other Awards and Agreements .....	3
4. Flexibility Arrangements.....	3
5. Resolving Disputes about this Agreement .....	4
6. Consultation about Major Workplace Changes .....	5
PART 2 – EMPLOYMENT RELATIONSHIP .....	5
7. Types of Employment .....	5
8. Permanent Employment .....	5
9. Casual Employment .....	6
10. Employee Classifications and Duties .....	6
PART 3 – HOURS AND BREAK PERIODS.....	6
11. Ordinary Hours of Work.....	6
12. Handover (Clinical Employees).....	7
13. Employee Rostering.....	7
14. Meal and Rest Breaks During Shifts .....	8
15. Rest Breaks Between Shifts .....	8
PART 4 – PAY AND BENEFITS .....	8
16. Pay Rates .....	8
17. Weekend Work.....	9
18. Shift Loadings.....	9
19. Overtime.....	9
20. Public Holidays.....	10
21. Allowances.....	11
22. Pay Frequency.....	13
23. Authorised Deductions from Payments .....	13
24. Superannuation .....	13
PART 5 – TRAINING .....	13
25. Company Training .....	13
26. Study and Professional Development Leave .....	13
PART 6 - LEAVE .....	14
27. Annual Leave .....	14
28. Paid and Unpaid Personal Leave .....	15
29. Compassionate Leave.....	16
30. Community Service Leave.....	16
31. Parental Leave.....	16
32. Long Service Leave.....	17
PART 7 – SEPARATION.....	17
33. Ending Employment (during probation period).....	17
34. Ending Employment (after probation period) .....	17
35. Ending Employment (other matters).....	18
36. Redundancy .....	18
37. Definitions .....	20
Signing page.....	22
SCHEDULE 1 – RATES OF PAY .....	23
SCHEDULE 2 – CLASSIFICATIONS .....	25



## **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*" (**Agreement**).
- 1.2 This Agreement will start to operate 7 days after the date it is approved by the Fair Work Commission (**FWC**) and will have a nominal expiry date of 30 June 2021. The Agreement will continue to operate after its nominal expiry date unless it is terminated or replaced.

### **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"); and
  - (b) all individuals employed by the Company to perform work at the Wynyard Care Centre in a classification in Schedule 2 to this Agreement, other than "excluded employees" ("you" or "employee").
- 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 2010; and
  - (d) persons employed in a position covered by the Synovum Care Group House Companions Enterprise Agreement 2016.

### **3. Effect on other Awards and Agreements**

- 3.1 While this Agreement operates, 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 this Agreement.

### **4. Flexibility Arrangements**

- 4.1 We may make an individual flexibility arrangement (**IFA**) with you to vary the effect of the terms of this Agreement as they would otherwise apply to you and us in respect of your employment.
- 4.2 An IFA will only be effective if genuinely agreed to by both you and us.
- 4.3 The IFA may deal with one or more of the following matters:
  - (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 4.4 We must genuinely agree with you to make the agreement without coercion or duress.
- 4.5 We must ensure the agreement between you and us will be:
  - (a) in writing and signed by you and us (or if you are under 18 years of age, by your parent or guardian);
  - (b) confined to terms that are:

- (i) 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) a variation in the application of one or more of the terms listed in clause 4.3; and
    - (iii) on terms that result in you being better off overall than you would have been if no IFA had been agreed to;
  - (c) not subject to the approval or consent of another person (except in accordance with clause 4.5(a)); and
  - (d) able to be terminated:
    - (i) by either you or us giving not more than 28 days' notice in writing, or
    - (ii) by you and us at any time in writing if we both agree to the termination.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 5. Resolving Disputes about this Agreement**
- 5.1 In the event of a grievance or dispute (**Dispute**) about a matter under this Agreement or in relation to the National Employment Standards (**NES**) in the Act, in the first instance the parties to the Dispute must attempt to resolve it at the workplace level.
- 5.2 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. Any Dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties to the Dispute at the time or, in default of an agreement, a member nominated by either the head of the relevant panel or the President.
- 5.3 While the dispute settlement procedures are being followed:
- (a) each party may be represented in connection with the Dispute by a representative of their choice; and
  - (b) work will continue as normal in accordance with the circumstances that existed prior to the Dispute unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 5.4 Subject to applicable workplace health and safety legislation, an employee must not unreasonably fail to comply with a direction issued by us to perform work in accordance with clause 5.3(b), whether at the same or another workplace, that is within the skills and competence of the employee and is safe and appropriate for the employee to perform.

## **6. Consultation about Major Workplace Changes**

- 6.1 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.
- 6.2 Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees, before implementing the changes the Company 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.
- 6.3 In any consultation about major workplace change under this clause, 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.
- 6.4 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.

## **PART 2 – EMPLOYMENT RELATIONSHIP**

### **7. Types of Employment**

- 7.1 You may be classified as:
- (a) permanent (full-time or part-time); or
  - (b) casual.

### **8. Permanent Employment**

- 8.1 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).
- 8.2 Permanent Full-Time Employees
- (a) 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.
- 8.3 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 a reasonably predictable regular pattern of work including the minimum number of hours to be worked each fortnight, 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) Once per financial year, you may write to us to request a review of your hours of work if you are regularly working more than your specified contracted hours. We will give reasonable consideration to this request taking into account:
  - (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 shifts 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.

## **9. Casual Employment**

- 9.1 A casual employee is an employee who is engaged as such on an hourly basis and paid a casual loading.
- 9.2 Casual employees are not guaranteed any ongoing work and should not expect regular or systematic hours.

## **10. Employee Classifications and Duties**

- 10.1 While you are covered by this Agreement, your employment will fall within one of the classifications set out in Schedule 2 to this Agreement.
- 10.2 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**

### **11. Ordinary Hours of Work**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 The ordinary hours of work for a day worker will be between the hours of 6.00am and 7.00pm Monday to Friday. However, the spread of hours may be altered for all or a selection of employees by mutual agreement between us and the employees in the area concerned.
- 11.5 Work performed by a day worker, other than by agreement, prior to 6.00am and after 7.00pm 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 7.00pm in any week, have been less than 37.5 or 38, whichever is applicable.
- 11.6 Ordinary hours of work for a shift worker may be any time, Monday to Sunday, subject to clauses 11.1 to 11.3 inclusive of this Agreement.

- 11.7 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.
- 11.8 Ordinary hours of work are to be worked continuously except for meal and rest breaks.
- 11.9 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).
- 11.10 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 11.10 (a) are not entitled to claim for 1 hour lost and all time worked shall be paid at applicable penalty rates.
- 12. Handover (Clinical Employees)**
- 12.1 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.
- 12.2 In the event that handovers are completed in less than 15 minutes per shift, only the time worked is to be paid.
- 13. Employee Rostering**
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.

#### **14. Meal and Rest Breaks During Shifts**

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

<b>Rostered Hours of Work</b>	<b>Meal and Rest Breaks</b>
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)

14.2 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.

14.3 If we direct you to remain on call during your meal break, you will be entitled to be paid at the rate of time and a half of the relevant wage for all work performed during your meal break and after until a meal break is allowed.

14.4 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.

#### **15. Rest Breaks Between Shifts**

15.1 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.

15.2 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 15.1).

15.3 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**

#### **16. Pay Rates**

16.1 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 rate of pay for permanent employees in the corresponding classification plus a casual loading of 25%.

16.2 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.

#### **16.3 Higher Duties**

- (a) 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.

- (b) 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 is \$30 per shift. The allowance payable to an Enrolled Nurse in charge is \$12.7822 per shift.

**17. Weekend Work**

17.1 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 - 50% of their ordinary rate of pay for the hours worked during this period;
- (b) for ordinary hours between midnight Saturday and midnight Sunday - 100% 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.

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

17.3 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 16.1.

**18. Shift Loadings**

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

- (a) if your shift finishes between 7.00pm and 11.00pm, you will be paid a shift loading of 15% for all hours worked on that shift;
- (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.

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

18.3 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 16.1.

**19. Overtime**

19.1 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 shift (whether or not spanning 2 calendar days) except where ordinary hours are extended in accordance with this Agreement; or
- (b) in excess of 38 worked hours per week unless extended in accordance with this Agreement; or
- (c) where work is performed outside the span of hours 6.00am to 7.00pm except where agreement is reached in accordance with this Agreement; or
- (d) where there has not been an 8 hour rest break between shifts; or
- (e) where we require an employee to alter their shift with less than 7 days' notice (other than as provided in clause 13.5 of this Agreement).

19.2 Overtime rates will not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.

- 19.3 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.
- 19.4 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.
- 19.5 Each day's overtime will stand alone.
- 19.6 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 16.1.
- 19.7 Employees are not to work overtime unless expressly required or approved by their immediate supervisor in advance, on a case by case basis.
- 19.8 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.

## **20. Public Holidays**

- 20.1 You will be entitled to public holidays on the following days:
- Burnie Show Day, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day, Queen's Birthday and Labour Day.
- 20.2 Public holiday in lieu of Saturday and Sunday
- (a) when Christmas Day is a Saturday or a Sunday, a public holiday in lieu shall be observed on 27 December;
  - (b) when Boxing Day is a Saturday or a Sunday, a public holiday in lieu shall be observed on 28 December.
- 20.3 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.
- 20.4 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 will 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.
- 20.5 Despite clause 20.4 of this Agreement, you may be required 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 roster. 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 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.



- 20.6 The election in the clause above 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.
- 20.7 Payments under this clause 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.
- 20.8 A casual employee will be paid only for those public holidays they work at the total rate of 250% 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.

## **21. Allowances**

### **21.1 Increases to Allowances**

All allowances in this Agreement will be increased on the anniversary date of this Agreement. The amount of the increase will be the annual wage percentage increase stated in this Agreement.

### **21.2 Orientation Shift Allowance**

If we require you to assist in the orientation of new employees or students/trainees, you will be paid an allowance of \$1.00 per hour spent on orientation.

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.

### **21.3 Preceptor Allowance**

If you are a Clinical Employee and we require you to act in an approved preceptor role, you will be paid an allowance of \$4.00 per hour spent acting in that role. 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.

### **21.4 Call Arrangements**

- (a) The allowance rate for Clinical Employees required to remain on call shall be:
  - (i) for on call work performed Monday to Friday (inclusive), \$2.56 per hour with a minimum payment per day or shift of \$20.50;
  - (ii) for on call work performed on a Saturday, \$30.22 per day or shift on call; and
  - (iii) for on call work performed on a Sunday or public holiday, \$35.27 per day or shift on call.
- (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 19 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 19 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.

### **21.5 Meal Allowance**

- (a) If we require you to remain on call during a meal break you will be paid in accordance with clause 14.3 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, an allowance of \$12.48 will be payable.
- (c) If we ask you to work overtime beyond the initial period of 1 hour specified in clause 21.5(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 21.5(b) save and except that the meal allowance for each additional 4 hours of overtime shall be \$11.25.

#### 21.6 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 a uniform and laundry allowance at the rate of \$1.69 per shift or part thereof on duty if we do not provide you with a uniform and you instead arrange to launder your uniforms (or in circumstances where you are permitted to wear something other than a uniform, that item of clothing) on your behalf.
- (c) A uniform allowance of \$0.1794 per hour will 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.

#### 21.7 Foul & Nauseous Linen Allowance

An allowance of \$0.43 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 duty normally performed by such employee in such classification.

#### 21.8 Influenza Vaccination

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

#### 21.9 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 an allowance of \$0.78 per kilometre travelled.

#### 21.10 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 base 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 base rate of pay for the purpose of calculating overtime and annual leave payments only.

## **22. Pay Frequency**

- 22.1 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.
- 22.2 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.
- 22.3 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 or no later than 3 business days thereafter.
- 22.4 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.

## **23. Authorised Deductions from Payments**

- 23.1 All payments under this Agreement are subject to withholding of any applicable taxation or other amounts required to be withheld by law.
- 23.2 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.

## **24. Superannuation**

- 24.1 We will pay compulsory superannuation contributions to you, in accordance with applicable legislation (subject to the statutory minimum and maximum contribution base).
- 24.2 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 our default fund, being HESTA.

## **PART 5 – TRAINING**

### **25. Company Training**

- 25.1 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.
- 25.2 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 base rate of pay for your actual time spent in attendance at this training, or 2 hours, whichever is the greater.
- 25.3 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.
- 25.4 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.

### **26. Study and Professional Development Leave**

- 26.1 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.

- 26.2 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.
- 26.3 Study leave does not accrue from year to year and will not be paid out on termination of employment for any reason.
- 26.4 Study leave is paid at the employee's base rate of pay for the time the employee would have worked had they not been on leave.
- 26.5 A Clinical Employee will be paid their base 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.

## **PART 6 - LEAVE**

### **27. Annual Leave**

#### **Aged Care Employees**

- 27.1 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 shift worker.
- 27.2 For the purposes of clause 27.1, you will be considered a shift worker 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 11.4 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 the employee's employment.

#### **Clinical Employees**

- 27.3 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 the employee is a "shiftworker".
- 27.4 For the purposes of this clause, the additional week's leave provided by the NES, a "shiftworker":
  - (a) is 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) is 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 employee works 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 27.3 is entitled to 5 weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of this clause is entitled to 6 weeks of paid annual leave for each year of service with their employer.

### **27.5 Requirement to take Annual Leave**

We may reasonably require you to take annual leave within 6 months of its accrual, provided that at least 1 month's notice is given of the requirement to take leave. The requirement to take leave may be postponed by mutual agreement between you and us for a further period not exceeding 6 months.

- 27.6 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).

27.7 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 shift workers, 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.

27.8 Cashing Out Annual Leave

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.

## **28. Paid and Unpaid Personal Leave**

28.1 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 immediately before this Agreement commenced operation, 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 28.5 of this Agreement.

28.2 Employees who commence employment with us after this Agreement starts to operate

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 28.5 of this Agreement.

28.3 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).

**28.4 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.

**28.5 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.

**29. Compassionate Leave**

29.1 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. Compassionate leave for casual employees is unpaid.

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

- (a) spend time with a member of your immediate family or household who has contracted or developed an illness or sustained a personal injury that poses a serious threat to their life; or
- (b) following the death of a member of your immediate family or household.

**30. Community Service Leave**

30.1 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.

30.2 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.

30.3 Subject to clause 30.4 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.

30.4 A permanent employee required to attend for jury service is entitled to make up pay as provided by the NES.

**31. Parental Leave**

31.1 Unpaid parental leave will be provided in accordance with and subject to the NES.

- 31.2 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 a female employee (or primary carer in a same sex relationship or in the case of adoption), 8 weeks of paid parental leave at your base rate of pay. An employee may elect to take this leave at half pay for 16 weeks; or
  - (b) in the case of a male employee (or non-primary carer in a same sex relationship or in the case of adoption), 2 weeks of paid partner leave at your base rate of pay.
- 31.3 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 a female employee (or primary carer in a same sex relationship or in the case of adoption), 14 weeks of paid parental leave at your base rate of pay. An employee may elect to take this leave at half pay for 28 weeks; or
  - (b) in the case of a male employee (or non-primary carer in a same sex relationship or in the case of adoption), 2 weeks of paid partner leave at your base rate of pay.
- 31.4 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.
- 31.5 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.
- 31.6 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 31.2 or 31.3 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 31.2 or 31.3 (whichever is applicable) above.
- 32. Long Service Leave**
- 32.1 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.

## **PART 7 – SEPARATION**

### **33. Ending Employment (during probation period)**

- 33.1 This clause does not apply to casual employees.
- 33.2 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.
- 33.3 During the probationary period, either we or you may end the employment by giving the other party 1 week's notice in writing. Alternatively, we may terminate your employment with less than 1 week's 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).

### **34. Ending Employment (after probation period)**

- 34.1 This clause applies after an employee's probationary period ends. This clause does not apply to casual employees.
- 34.2 Subject to clause 34.5 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

- 34.3 Despite clause 35.2 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 34.2.
- 34.4 Alternatively, we may terminate your employment by giving you less notice than would otherwise be required by clause 35.2, 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 35.2 (as if the full notice period had been given). For the purposes of this clause, your full rate of pay includes your base 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.
- 34.5 Despite clause 35.2 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;
  - (d) being intoxicated at work; or
  - (e) refusing to carry out a lawful and reasonable instruction that is consistent with this Agreement.

### **35. Ending Employment (other matters)**

- 35.1 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).

### **36. Redundancy**

#### **36.1 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.



36.2 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.

36.3 Employees who commence employment with us after this Agreement starts to operate

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 leave in accordance with clauses 32.1 and 34.2 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

36.4 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.

36.5 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.

#### 36.6 Transfer of Business

This clause 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.

#### 36.7 Suitable Alternative Employment

This clause will not apply to you if we find you suitable alternative employment, regardless of whether you accept the offer of employment.

#### 36.8 Time Off During Notice Period

Where we give you notice of termination due to redundancy, you will be allowed up to 1 day's 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.

### 37. Definitions

**"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 award for the classification of staff employed under this Agreement, being the Aged Care Award 2010 for Aged Care Classifications and the Nurses Award 2010 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 Pty 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.

**"Shift Worker"** means an employee other than day worker who is required to work shifts in accordance with a roster.

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

## Signing page

---

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

On behalf of the Company



---

Signature of employer representative

Natasha Chadwick

---

Full name of employer representative

Cnr Quiggin & Moore Sts, Wynyard, Tasmania

---

Full address of the employer representative

08 / 05 / 2018

---

Date signed by employer representative

*Managing Director*

---

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

Jeanette Parsons

---

Full name of employee representative

Cnr Quiggin & Moore Sts, Wynyard, Tasmania

---

Full address of the employee representative

09 / 05 / 2017

---

Date signed by employee representative

*Lifestyle (Union Delegate)*

---

Explanation of employee representative's authority to sign on behalf of employees

## SCHEDULE 1 – RATES OF PAY

### HOURLY RATES - AGED CARE EMPLOYEES

	From the first full pay period on or after commencement of the Agreement (1.5%)	From the first full pay period commencing on or after 1 July 2018 (1.5%)	From the first full pay period commencing on or after 1 July 2019 (2%)	From the first full pay period commencing on or after 1 July 2020 (2.5%)
Aged Care Employee Level 1	\$19.73	\$20.03	\$20.43	\$20.94
Aged Care Employee Level 2	\$20.55	\$20.86	\$21.28	\$21.81
Aged Care Employee Level 3	\$21.36	\$21.68	\$22.11	\$22.66
Aged Care Employee Level 4	\$21.61	\$21.93	\$22.37	\$22.93
Aged Care Employee Level 5	\$22.34	\$22.68	\$23.13	\$23.71
Aged Care Employee Level 6	\$23.97	\$24.33	\$24.82	\$25.44

### HOURLY RATES - CLINICAL EMPLOYEES

	From the first full pay period on or after commencement of the Agreement (1.5%)	From the first full pay period commencing on or after 1 July 2018 (1.5%)	From the first full pay period commencing on or after 1 July 2019 (2%)	From the first full pay period commencing on or after 1 July 2020 (2.5%)
Student/Trainee Enrolled Nurse	\$19.73	\$20.03	\$20.43	\$20.94
Enrolled Nurse				
1 <sup>st</sup> Year of Service	\$ 23.00	\$ 23.35	\$ 23.81	\$ 24.41
2 <sup>nd</sup> Year of Service	\$ 23.49	\$ 23.84	\$ 24.32	\$ 24.93
3 <sup>rd</sup> Year of Service	\$ 23.98	\$ 24.34	\$ 24.82	\$ 25.44
4 <sup>th</sup> Year of Service	\$ 24.46	\$ 24.83	\$ 25.33	\$ 25.96
5 <sup>th</sup> Year of Service (and thereafter)	\$ 24.95	\$ 25.33	\$ 25.83	\$ 26.48

	From the first full pay period on or after commencement of the Agreement (1.5%)	From the first full pay period commencing on or after 1 July 2018 (1.5%)	From the first full pay period commencing on or after 1 July 2019 (2%)	From the first full pay period commencing on or after 1 July 2020 (2.5%)
<b>Enrolled Nurse (Medication Endorsed)</b>				
<b>1<sup>st</sup> Year of Service</b>	\$ 25.32	\$ 25.70	\$ 26.22	\$ 26.87
<b>2<sup>nd</sup> Year of Service (and thereafter)</b>	\$ 25.95	\$ 26.34	\$ 26.86	\$ 27.54
<b>Registered Nurse Level 1</b>				
<b>1<sup>st</sup> Year of Service</b>	\$ 25.19	\$ 25.57	\$ 26.08	\$ 26.74
<b>2<sup>nd</sup> Year of Service</b>	\$ 26.41	\$ 26.81	\$ 27.35	\$ 28.03
<b>3<sup>rd</sup> Year of Service</b>	\$ 27.63	\$ 28.05	\$ 28.61	\$ 29.32
<b>4<sup>th</sup> Year of Service</b>	\$ 28.85	\$ 29.28	\$ 29.87	\$ 30.61
<b>5<sup>th</sup> Year of Service</b>	\$ 30.07	\$ 30.52	\$ 31.13	\$ 31.91
<b>6<sup>th</sup> Year of Service</b>	\$ 31.29	\$ 31.76	\$ 32.39	\$ 33.20
<b>7<sup>th</sup> Year of Service</b>	\$ 32.51	\$ 32.99	\$ 33.65	\$ 34.49
<b>8<sup>th</sup> Year of Service</b>	\$ 33.72	\$ 34.23	\$ 34.91	\$ 35.79
<b>Registered Nurse Level 2</b>				
<b>1<sup>st</sup> Year of Service</b>	\$ 34.94	\$ 35.47	\$ 36.18	\$ 37.08
<b>2<sup>nd</sup> Year of Service</b>	\$ 35.76	\$ 36.29	\$ 37.02	\$ 37.95
<b>3<sup>rd</sup> Year of Service</b>	\$ 36.57	\$ 37.12	\$ 37.86	\$ 38.80
<b>4<sup>th</sup> Year of Service</b>	\$ 37.38	\$ 37.94	\$ 38.70	\$ 39.67

## **SCHEDULE 2 – CLASSIFICATIONS**

### **1. General**

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 a reference to a skill or attribute the Employer requires an employee to possess as part of the inherent requirements of their role.

Classification at a level is by appointment only (apart from Level 1), 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 Classifications**

<b>Classification</b>	<b>Description</b>
<b>Aged Care Employee Level 1</b>	<p>An employee who has less than 3 months' work experience in the aged care industry and performs basic duties.</p> <p>An employee at this level:</p> <ul style="list-style-type: none"><li>• works within established routines, methods and procedures;</li><li>• has minimal responsibility, accountability or discretion;</li><li>• works under direct or routine supervision, either individually or in a team;</li><li>• requires no previous experience or training;</li><li>• may be engaged in a position which includes but is not limited to general administrative support including reception, accounts and basic resident enquiries; and</li><li>• may provide catering, cleaning, laundry, assistant gardener or similar support services.</li></ul>
<b>Aged Care Employee Level 2</b>	<p>An employee at this level:</p> <ul style="list-style-type: none"><li>• has more than 3 months' work experience in the aged care industry;</li><li>• is capable of prioritising work within established routines, methods and procedures;</li><li>• is responsible for work performed with a limited level of accountability or discretion;</li><li>• works under limited supervision, either individually or in a team;</li><li>• possesses sound communication skills; and</li><li>• requires specific on-the-job training and/or relevant skills training or experience.</li></ul>
<b>Aged Care Employee Level 3</b>	<p>An employee at this level:</p> <ul style="list-style-type: none"><li>• is capable of prioritising work within established routines, methods and procedures;</li><li>• is responsible for work performed with a medium level of accountability or discretion;</li><li>• is responsible for taking on additional responsibilities;</li><li>• works under limited supervision, either individually or in a team;</li><li>• possesses sound communication and/or arithmetic skills;</li><li>• requires specific on-the-job training and/or relevant skills training or experience; and</li><li>• in the case of an administration/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.</li></ul>

<b>Aged Care Employee Level 4</b>	<p>An employee at this level:</p> <ul style="list-style-type: none"> <li>• does not have a qualification allowing them to be classified as a Level 5 employee;</li> <li>• is capable of prioritising work within established policies, guidelines and procedures;</li> <li>• is responsible and accountable for work performed with a medium level of accountability or discretion;</li> <li>• works under limited supervision, either individually or in a team;</li> <li>• may be responsible for coordinating and supervising the work of others;</li> <li>• is responsible for taking on additional responsibilities;</li> <li>• possesses good communication, interpersonal and/or arithmetic skills; and</li> <li>• requires specific on-the-job training, and may require formal qualifications and/or relevant skills training or experience.</li> </ul>
<b>Aged Care Employee Level 5</b>	<p>An employee at this level:</p> <ul style="list-style-type: none"> <li>• is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;</li> <li>• is responsible for work performed with a substantial level of accountability;</li> <li>• works either individually or in a team;</li> <li>• may assist with supervision of others;</li> <li>• requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;</li> <li>• may require basic computer knowledge or be required to use a computer on a regular basis;</li> <li>• possesses administrative skills and problem solving abilities;</li> <li>• possesses well developed communication, interpersonal and/or arithmetic skills; and</li> <li>• requires formal qualifications at trade or certificate level and/or substantial relevant skills training or experience.</li> </ul>
<b>Aged Care Employee Level 6</b>	<p>An employee at this level:</p> <ul style="list-style-type: none"> <li>• is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;</li> <li>• is responsible for work performed with a substantial level of accountability and responsibility;</li> <li>• works either individually or in a team;</li> <li>• may require comprehensive computer knowledge or be required to use a computer on a regular basis;</li> <li>• possesses administrative skills and problem solving abilities;</li> <li>• possesses well developed communication, interpersonal and/or arithmetic skills; and</li> <li>• requires formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or substantial relevant skills training or experience.</li> </ul>



### 3. Clinical Classifications

<b>Student/Trainee enrolled nurse</b>	<p>An employee at this level:</p> <ul style="list-style-type: none"> <li>holds either a Certificate IV in Nursing or a Hospital Certificate;</li> <li>is an employee undergoing an approved training course in enrolled nursing under the provisions of the AHPRA; and</li> <li>has no endorsement on their registration to administer medications.</li> </ul>
<b>Enrolled nurse</b>	<p>An employee at this level;</p> <ul style="list-style-type: none"> <li>holds either a Diploma of Nursing or Certificate IV in Nursing/Hospital Certificate; and</li> <li>is a nurse registered as a Health Practitioner by the AHPRA as an Enrolled Nurse (Division 2) under the provisions of the <i>Health Practitioner Regulation National Law (Tasmania) Act 2010</i>.</li> </ul>
<b>Enrolled Nurse (Medication Endorsed)</b>	<p>An employee at this level;</p> <ul style="list-style-type: none"> <li>holds either a Diploma of Nursing or Certificate IV in Nursing/Hospital Certificate;</li> <li>is a nurse registered as a Health Practitioner by the AHPRA as an Enrolled Nurse (Division 2) under the provisions of the <i>Health Practitioner Regulation National Law (Tasmania) Act 2010</i>; and</li> <li>has an endorsement on their registration to administer medications and is required to do so as part of their duties.</li> </ul>
<b>Registered Nurse - Level 1</b>	<p>An employee at this level;</p> <ul style="list-style-type: none"> <li>holds either a Bachelor of Nursing or a Hospital Certificate;</li> <li>is a nurse registered as a Health Practitioner by the AHPRA as a Registered Nurse (Division 1) under the provisions of the <i>Health Practitioner Regulation National Law (Tasmania) Act 2010</i>; and</li> <li>cannot be appropriately classified at a higher level (below).</li> </ul>
<b>Registered Nurse- Level 2</b>	<p>An employee at this level means a Registered Nurse who is engaged as such; and</p> <ul style="list-style-type: none"> <li>has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations;</li> <li>has the ability and skills to provide guidance to Level 1 Registered Nurses; and</li> <li>is employed within a care unit.</li> </ul>

#### 3.1 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.

#### 3.2 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.

TO: Fair Work Commission  
11 Exhibition Street  
Melbourne VIC 3000

### UNDERTAKINGS

**AG2018/1937 - Wynyard Care Centre (Synovum Care Group) Nursing and General Staff Agreement (Agreement)**

I am authorised to make these undertakings on behalf of IBIS No 3 Pty Ltd (the Employer).

The Employer makes the following undertakings under section 190 of the *Fair Work Act 2009 (Cth)* (Act) in connection with the approval of the Agreement:

1. The Employer undertakes and agrees to interpret and apply clause 11.4 of the Agreement as if the clause was deleted and replaced with the following:

*"11.4 The ordinary hours of work for a day worker will be between the hours of 6.00am and 6.00pm Monday to Friday."*

2. In respect of clause 17.1(c) of the Agreement, the Employer undertakes and agrees that in the event that any employee is rostered to commence work between 11.00pm and midnight on a Saturday and thereby continues to work after midnight and into Sunday the employee will be paid at the rate of 100% of their ordinary rate of pay for those hours worked.

3. In respect of clause 18.1 of the Agreement, the Employer undertakes and agrees that:

(a) if any employee is rostered to work a shift finishing after 6pm but before 7pm they will be paid a shift loading of 15% for all hours worked on that shift;

(b) if any employee is rostered and works a shift that is not provided for in the Agreement they will be paid the relevant shift penalty that would have otherwise been payable under the applicable modern award for that shift.

4. The Employer undertakes and agrees to interpret and apply clause 19.1 of the Agreement as if the clause were deleted and replaced as follows:

*"19.1 Overtime hours are hours worked by any employee with the prior approval of Wynyard Care Centre management:*

- (i) *in excess of 8 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
- (ii) *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*
- (iii) *in excess of 38 worked hours per week unless extended in accordance with this Agreement; or*

- (iv) *where work is performed by a day worker outside the span of hours 6.00am to 6.00pm except where agreement is reached in accordance with this Agreement; or*
  - (v) *where there has not been an 8 hour rest break between shifts; or*
  - (vi) *where we require an employee to alter their shift with less than 7 days' notice (other than as provided in clause 13.5 of this Agreement)."*
- 5. The Employer undertakes and agrees to interpret and apply clause 21.4(a) of the Agreement as if the clause were deleted and replaced as follows:
  - "(a) The allowance rate for Clinical Employees required to remain on call shall be:*
    - (i) for on call work performed Monday to Friday (inclusive), \$2.68 per hour with a minimum payment per day or shift of \$21.44;*
    - (ii) for on call work performed on a Saturday, \$32.30 per day or shift on call; and*
    - (iii) for on call work performed on a Sunday or public holiday, \$37.68 per day or shift on call."*
- 6. The Employer undertakes and agrees to interpret and apply clause 21.5 of the Agreement as if the meal allowance payable in clause 21.5(b) of the Agreement is \$12.88 and the meal allowance payable in clause 21.5(c) of the Agreement is \$11.61.
- 7. The Employer undertakes and agrees to interpret and apply clause 21.7 of the Agreement as if the allowance payable in this clause is \$0.46 per hour.
- 8. The Employer undertakes and agrees that any employee who is 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.
- 9. In respect of clause 25 of the Agreement, the Employer undertakes and agrees that:
  - (a) in the event an employee is required to attend training outside of their ordinary hours of work; and
  - (b) attendance at such training would otherwise result in the employee working overtime for the purposes of clause 19.1 of this Agreement,

the employee will be paid the applicable overtime penalty under clause 19 of this Agreement for the time spent attending training.
- 10. The Employer undertakes and agrees to interpret and apply the Agreement as if clause 27.5 of the Agreement was deleted and further undertakes not to seek to enforce this clause.
- 11. The Employer undertakes and agrees to interpret and apply clause 27.6 of the Agreement such that the words "requirement to take annual leave" in clause 27.5 of the Agreement are inserted at the beginning of clause 27.6, so that the clause reads as follows:

*"27.6 Requirement to take Annual Leave*

*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)."*

12. The Employer undertakes and agrees to interpret and apply the Agreement such that the table titled "Hourly Rates - Aged Care Employees" in Schedule 1 to the Agreement is deleted and replaced with the following table:

	From the first full pay period on or after commencement of the Agreement (1.5%)	From the first full pay period commencing on or after 1 July 2018 (1.5%)	From the first full pay period commencing on or after 1 July 2019 (2%)	From the first full pay period commencing on or after 1 July 2020 (2.5%)
Aged Care Employee Level 1	\$20.43	\$20.73	\$21.15	\$21.68
Aged Care Employee Level 2	\$21.27	\$21.59	\$22.02	\$22.57
Aged Care Employee Level 3	\$22.11	\$22.44	\$22.89	\$23.46
Aged Care Employee Level 4	\$22.37	\$22.70	\$23.16	\$23.74
Aged Care Employee Level 5	\$23.12	\$23.47	\$23.94	\$24.54
Aged Care Employee Level 6	\$24.69	\$25.07	\$25.57	\$26.21

13. The Employer undertakes and agrees to interpret and apply the Agreement such that the hourly rates of pay for employees in the classification Student/Trainee Enrolled Nurse in Schedule 1 to the Agreement are deleted and replaced as follows:

	From the first full pay period on or after commencement of the Agreement (1.5%)	From the first full pay period commencing on or after 1 July 2018 (1.5%)	From the first full pay period commencing on or after 1 July 2019 (2%)	From the first full pay period commencing on or after 1 July 2020 (2.5%)
Student/Trainee Enrolled Nurse	\$20.43	\$20.73	\$21.15	\$21.68

The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Signed:

A handwritten signature in black ink, appearing to read 'Natasha', followed by a long horizontal flourish.

Name: Natasha Chadwick

Position: Managing Director

Date: 6 November 2018