



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Respect Group Limited t/a Respect Aged Care (AG2020/3429)

RESPECT GROUP LIMITED ENTERPRISE AGREEMENT 2020

Aged care industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 23 DECEMBER 2020

Application for approval of the Respect Group Limited Enterprise Agreement 2020.

[1] Respect Group Limited t/a Respect Aged Care has applied for approval of a single enterprise agreement known as the *Respect Group Limited Enterprise Agreement 2020* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about whether the pre-approval requirements were met, the Agreement contravenes s.55 of the Act and whether the Agreement passes the better off overall test. Further information was provided in relation to these concerns.

[3] Noting clause 5 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[4] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives supported the Undertakings. 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. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[5] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, 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.

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

[7] The Agreement was approved on 23 December 2020 and, in accordance with s.54, will operate from 30 December 2020. The nominal expiry date of the Agreement is 31 August 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2020/3429

Applicant: Respect Group Limited

UNDERTAKING

Respect Group Limited, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the *Respect Group Limited Enterprise Agreement 2020 (Agreement)*:

1. Casual Overtime Reconciliation:
 - a) If a Casual Employee (other than a Nursing Employee) works overtime in any calendar month, the Employer will undertake a reconciliation to determine whether for work performed under the Agreement in the calendar month the Employee's total remuneration is less than what the Employee would have received under the *Aged Care Industry Award 2010 (Award)*.
 - b) Where the reconciliation establishes that an Employee has been paid less under the Agreement than the Employee would have been paid for performing the same work during the same hours under the Award in that calendar month, the Employee will be reimbursed for the difference between the amount paid under the Award and the amount paid under the Agreement.
 - c) The payment under (b) will be made in the first full pay period after the calendar month in which the public holiday was worked.
2. Casual Public Holiday Reconciliation:
 - a) If a Casual Employee (other than a Nursing Employee) works on one or more public holidays in any calendar month, the Employer will undertake a reconciliation to determine whether for work performed under the Agreement in the calendar month the Employee's total remuneration is less than what the Employee would have received under the *Aged Care Industry Award 2010 (Award)*.
 - b) Where the reconciliation establishes that an Employee has been paid less under the Agreement than the Employee would have been paid for performing the same work during the same hours under the Award in that calendar month, the Employee will be reimbursed for the difference between the amount paid under the Award and the amount paid under the Agreement.
 - c) The payment under (b) will be made in the first full pay period after the

calendar month in which the public holiday was worked.

SIGNED on behalf of and with the authority of

Respect Group Limited

Authorised signature



Name

Nick Adams

Position

People and Culture Manager

Address

320 Westbury Road, Prospect Vale 7250

Date

21 December 2020



RESPECT GROUP LIMITED ENTERPRISE AGREEMENT 2020

THIS IS AN ENTERPRISE AGREEMENT AS PROVIDED BY PART 2-4,
DIVISION 2 OF THE FAIR WORK ACT 2009

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.



1. Name of Agreement

This Agreement shall be known as the Respect Group Limited Enterprise Agreement 2020.

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3. Parties to the Agreement

The parties to this Agreement are as follows:

- (a) Respect Group Limited (A.B.N. 74 121 263 545) with regards to its operations in Tasmania, including any additional facilities which may be acquired by Respect Group Limited or which may open for trading during the term of this agreement, subject to the transfer of business provisions of the *Fair Work Act 2009* (the Employer); and
- (b) Employees who are employed by the Employer from time to time and are engaged for work in classifications contained within this Agreement.

The following Unions shall be covered by this Agreement upon application to the Fair Work Commission:

- (a) The Australian Nursing & Midwifery Federation, Tasmanian Branch (ANMF); and,
- (b) The Health Services Union Tasmania, operating as the Health and Community Services Union (HACSU).

4. Relationship to the Award

The parties to this Agreement assert that the contents of this Agreement refer to all conditions of employment of persons employed by the Employer; and, deal with and prevail over all matters in the *Aged Care Award 2010* and the *Nurses Award 2010* or any other awards that may be deemed to cover and apply to the employees except for this Agreement. Furthermore, this Agreement shall supersede and override any previous Agreement which may have applied to employees covered by this Agreement.

5. National Employment Standards

It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees covered by this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.

Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.

6. Date and Period of Operation

This Agreement will be operational from the first full pay period commencing on or directly following the seventh day after the date specified on the notice from the Fair Work Commission.

The Agreement has a nominal expiry date of 31 August 2022 and shall remain in operation until at least that date, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.

7. Definitions

Afternoon Shift (for the purpose of a shiftwork employee) means a shift terminating between the hours of 6.00pm and midnight for nursing employees, and 7.00pm and midnight for all other employees.

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



Day Shift (for the purpose of a shiftwork employee) means a shift worked between the hours of 6.00am and 6.00pm for nursing employees, and 6.00am and 7.00pm for all other employees but does not include an employee working on Saturday or Sunday.

Day Work Employee means an employee whose weekly ordinary hours of work are performed between the period 7.00am and 7.00pm for nursing employees and 6.00am to 7.00pm for all other employees, on the days Monday to Friday inclusive.

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

Full Time Employee means a person engaged to work 76 ordinary hours per fortnight, or 80 hours per fortnight for an employee accruing an Accrued Day Off each four week period.

Immediate Family means:

- (a) a spouse, de facto partner, 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.

NES refers to the *National Employment Standards* as per the *Fair Work Act 2009*.

Night Shift (for the purpose of a shiftwork employee) means a shift which terminates between the hours of midnight and 6.00am.

Ordinary Hourly Rate of Pay means the base hourly rate of pay payable to a full time employee for his or her ordinary hours of work, but does not include any incentive-based payments and bonuses; loadings; monetary allowances; overtime or penalty rates; or, any other separately identifiable amount. The ordinary hourly rate of pay is calculated by dividing the appropriate ordinary weekly rate of pay under this Agreement by 38.

Projected Roster means an employee's normal roster for the period of leave.

Shiftwork means a work pattern where an employee is regularly rostered to work their ordinary hours outside the ordinary hours of work as set for a day worker, in which overtime does not apply.

Shiftwork Employee means an employee required to work in accordance with the shiftwork arrangements of this Agreement and is other than a day work employee.

Spouse includes a former spouse.

Union refers to the Health Services Union Tasmania Branch operating as the Health and Community Services Union (HACSU), and/or the Australian Nursing & Midwifery Federation (ANMF).

Year of Service shall mean 1976 hours of actual service in an approved establishment, including public holidays, and other approved paid leave.

8. Accelerated Advancement

(a) Entitlement

- (i) Subject to subclause (a)(ii), a Registered Nurse - Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Australian Health



Practitioner Regulation Agency, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:

- a UG1 degree in nursing; or
- registration in another branch of nursing or on another nursing register maintained by the Australian Health Practitioner Regulation Agency where the employee is working in a particular practice setting which required the additional registration; or,
- successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.

(ii) A Registered Nurse - Level 1 who has been advanced once in accordance with subclause (a)(i) shall not be entitled to further advancement under this clause.

(b) Translation arrangements for accelerated advancement

- (i) A Registered Nurse - Level 1 who meets the criteria of the above clause shall be entitled to immediate accelerated advancement in accordance with the above clause.
- (ii) Existing incremental dates shall not be affected by progression in accordance with the above clause.

9. Annual Leave

Annual leave shall be in accordance with the NES. This clause applies to employees, other than casual employees.

(a) Entitlement to Annual Leave

For each year of continuous service with the Employer, an employee is entitled to four (4) weeks of paid annual leave. Annual leave is cumulative and will accrue on a proportionate basis throughout the year, and shall be credited to an employee each fortnight according to the Employer's usual pay cycle.

(b) Amount of Annual Leave

(i) Full time employees

Full time employees are entitled to accrue 152 hours of paid annual leave per year. Such leave shall accrue proportionately throughout the year.

(ii) Part time employees

Part time employees are entitled to accrue annual leave based on the number of ordinary hours worked, on a prorata basis to that of a full time employee. Such leave shall accrue proportionately throughout the year.

(c) Additional Annual Leave for Non-Nursing Shiftwork Employees

For the purpose of non-nursing employees, the annual leave entitlement will be increased by one (1) week where:

- An employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker; and/or,



- is required to work for more than four ordinary hours on 10 or more weekends during each 12 month period (from the anniversary date of the employee).

Where a full time employee with 12 months continuous service is engaged for part of the 12 monthly period on a shiftwork roster as detailed above, their annual leave will be increased by 6.33 hours for each two months they are continuously engaged on such roster. A part time employee's entitlement shall be calculated on a pro rata basis to that of a full time employee.

(d) Additional Annual Leave for Nursing Shiftwork Employees

For the purpose of nursing employees, the annual leave entitlement will be increased by one (1) week where:

- An employee is required to work in accordance with the shiftwork arrangements of this Agreement; and,
- is required to work for more than four ordinary hours on 10 or more weekends during each 12 month period (from the anniversary date of the employee).

Where a full time employee with 12 months continuous service is engaged for part of the 12 monthly period on a shiftwork roster as detailed above, their annual leave will be increased by 6.33 hours for each two months they are continuously engaged on such roster. A part time employee's entitlement shall be calculated on a pro rata basis to that of a full time employee.

(e) Taking of Annual Leave

Unless otherwise agreed, the taking of annual leave will be at a time or times as agreed between the Employer and an employee. An employee is required to complete a leave request form and seek approval from the Employer. Except in exceptional circumstances, an employee is required to provide the Employer with at least four (4) weeks' notice of their intent to take annual leave.

An employee has the right to take their annual leave in one block of 28 consecutive days.

(f) Single Day Annual Leave Absences

Notwithstanding provisions elsewhere in this Agreement, an employee may elect to take single day annual leave absences, provided that approval must be obtained by the Employer, and provided that:

- (i) Single day absences do not exceed a total of five (5) days in any calendar year at a time or times agreed between the Employer and employee.
- (ii) The Employer and employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iii) The Employer shall keep records of single day annual leave absences taken by employees.

(g) Annual Leave Loading

Employees are entitled to a loading when taking annual leave. The amount of the loading is specified below and is calculated on the relevant ordinary hourly rate of pay as provided by this Agreement.

- (i) Day Work Employees



Day Work Employees taking annual leave are paid the amount of wages they would have received for the ordinary time they would have worked had they not been on leave. In addition, a day work employee is entitled to an annual leave loading of 17 1/2 percent of their ordinary hourly rate of pay immediately prior to going on annual leave; and where applicable, any all-purpose payment payable to the employee concerned.

(ii) Shiftwork Employees

Shiftwork employees taking annual leave are paid either the amount of wages equivalent to what they would have received in accordance with their projected roster had they not been on leave; or, an annual leave loading of 17 1/2 percent in addition to the relevant ordinary hourly rate of pay as contained in this Agreement; whichever is the greater.

(h) Excessive Accrued Annual Leave

The Employer may require an employee to take paid annual leave by giving not less than eight weeks' notice of the time when such leave is to be taken provided that:

- the Employer has genuinely tried to reach agreement with an employee but agreement has not been reached (including because the employee refuses to confer); and
- at the time the direction is given, the employee has eight weeks or more accrued annual leave (or 10 weeks accrued annual leave if a Shiftwork Employee); and
- the amount of annual leave retained by the employee is at least six weeks.

An employee may be required to take one or more periods of paid annual leave. Provided that any directive will not require an employee to take less than one week, and must not require an employee to take a period of paid leave beginning less than eight weeks, or more than twelve months, after the direction is given.

(i) Cashing Out of Annual Leave

Annual leave may be cashed out in accordance with this clause. Each cashing out of an amount of accrued annual leave must be by separate agreement in writing between the Employer and individual employee. Provided that cashing out of annual leave must not result in an employee's accrued entitlement being less than four (4) weeks (152 hours for a full time employee or pro rata for a part time employee). Annual leave cannot be cashed out in advance of it being accrued. The employee shall be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

(j) Holidays with Pay

Annual leave is exclusive of public holidays.

(i) Employees will be compensated for public holidays which:

- fall within an employee's period of annual leave; and
- are observed on one of the employee's rostered working days.

This will be done by adding to the employee's annual leave entitlement the number of hours, which the employee would have worked if such a day had not been a public holiday.

(k) Employer Instigated Cancellation of Leave



(i) Recovery of Cancelled Holiday Arrangements

If the Employer cancels an employee's approved annual leave, the employee is entitled to recover costs from the Employer. This entitlement exists regardless of whether the employee agreed to the cancellation or when they were notified.

Employees are only entitled to recover costs:

- when they incur monetary loss directly associated with cancelling pre-established annual leave holiday arrangements; and,
- when the loss is unrecoverable; and,
- for that portion of the unrecoverable cost, which is not subject to an insurance claim or payment; and,
- the claim is verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information must be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount, which is not recoverable.

(ii) Recovery of Travel Cost

An employee who, during a period of annual leave, responds to an Employer instigated request to return to work is entitled to redeem from the Employer:

- any travel and other associated costs incurred in returning to work; and,
- any travel and other associated costs incurred in the subsequent resumption of annual leave.
- The costs redeemable are those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave would have been continuous, except for the interruption occasioned by the return to work.

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation, which would be appropriate to the circumstances of the claim.

(iii) Re-crediting of Leave Days

An employee, on returning to work in response to an Employer instigated request, must be re-credited with one day's annual leave for each day or part thereof the employee is at work. The employee is entitled to take, immediately upon the expiration of the period of duty for which the Employer recalled the employee:

- the re-credited day or days; and,
- the unused portion of approved annual leave (i.e. the leave which the employee would have taken but for the interruption occasioned by the employee's return to work).

However, the employee is entitled to elect to take the balance of unused leave and re-credited days at a later date.

10. Casual Employment

(a) Definition



A 'casual employee' is an employee engaged as such on an hourly basis.

(b) Casual Loading

A casual employee, whilst working ordinary hours, is paid a 25% loading in addition to the relevant ordinary hourly rate of pay for a full time employee, as specified in this Agreement. The casual hourly rate is determined by dividing the appropriate weekly rate by thirty eight, and adding the casual loading. The casual loading is paid in lieu of entitlements to paid annual leave, paid personal/carers leave, paid compassionate leave, public holidays and redundancy entitlements.

(c) Minimum Payment

A casual employee must be paid for a minimum of two (2) hours work on each occasion they attend work.

(d) Ordinary Penalty Rates and Shift Penalties

Casual employees are entitled to be paid afternoon and night shift penalties and penalty rates for working Saturday, Sunday and Public Holidays, to be applied to the base rate of pay applicable to a full time employee, with the applicable casual loading being applied separately (i.e. a penalty rate shall not be applied to the loaded casual rate of pay).

(e) Casual Conversion

A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:

- on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or
- on a part time contract where the employee has worked on a part time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the Employer and the employee.

The Employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Any request shall be subject to the availability of suitable permanent shifts at the facility.

Casual conversion will not apply where a casual has covered absences of full time or part time employees that are expected to return to work.

(f) A casual employee who has their shift cancelled by the Employer with less than 12 hours' notice (or 6 hours prior to the commencement of an afternoon or night shift) and who has incurred child care fees as a result, shall on presentation of receipts to the Employer, be entitled to a full reimbursement of these child care costs provided that the claim for reimbursement must be made to the Employer within 2 pay fortnights of incurring the loss. Reimbursement shall only occur where the cancelled arrangements don't form a part of the employee's normal child care arrangements and where the provider is an accredited child care provider.

(g) PROVIDED THAT where the minimum notice as described in subclause (f) is not given the employee shall be entitled to two (2) hours pay.



11. Classification Definitions

(a) Non-Nursing Employees

(i) Aged Care Employee Level 1

Entry level: An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative Services
Administration Entry
Services Assistant Grade 1 includes Food Services Assistant, Laundry Hand, Cleaner and Gardener (entry level).

(ii) Aged Care Employee Level 2

An employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative Services	Personal Care
Services Assistant Grade 2 includes Food Services Assistant, Laundry Hand, Cleaner, Gardener (non-trade), Maintenance/Handyperson (non-trade) and Driver of vehicle less than 3 ton (following completion of 494 hours or evidence of previous work experience).	Personal Care Assistant Grade 1

(iii) Aged Care Employee Level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);



- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- in the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and Administrative Services	Personal Care
<p>Administration Grade 1A-3B includes Receptionist, Administration Assistant and Typist/Minute Taker.</p> <p>Services Assistant Grade 3 includes Cook.</p>	<p>Personal Care Assistant Grade 2</p> <p>PLEASE NOTE Personal Care Assistant Grade 2 shall also apply to leisure and lifestyle employees.</p>

(iv) Aged Care Employee Level 4

An employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative Services	Personal Care
<p>Administration Grade 4-6 includes Senior Administration Assistant.</p> <p>Services Assistant Grade 4 includes Senior Cook (trade qualified), Maintenance/Handyperson (trade qualified), Gardener (trade qualified) and Driver of a vehicle 3 ton and over.</p>	<p>Personal Care Assistant Grade 3</p> <p>PLEASE NOTE Personal Care Assistant Grade 3 shall also apply to leisure and lifestyle employees.</p>

(v) Aged Care Employee Level 5

An employee at this level:

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



- in the case of a Personal Care Assistant, this grade shall apply to an employee who holds a current Medication Endorsement certificate and is required by the Employer to administer medications. In the event that the Employer considers the introduction of medication administration by Personal Care Assistants, a consultative process will be commenced with the parties to the Agreement.

Indicative tasks performed at this level are:

General and Administrative Services	Personal Care
Services Assistant Grade 5 includes Chef (trade qualified).	Personal Care Assistant Grade 4

(vi) Aged Care Employee Level 6

An employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative Services
Services Assistant Grade 6 includes Senior Chef, Maintenance/Handyperson (advanced trade certificate) and Gardener (advanced trade certificate).

(vii) Aged Care Employee Level 7

An employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative Services	Personal Care
Administration Grade 7 includes Administration Supervisor.	Personal Care Assistant Grade 5



Services Assistant Grade 7 includes Chef Supervisor and Maintenance Services Supervisor.	
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(b) Nursing Employees

Registered Nurse means a nurse registered as such with the Australian Health Practitioner Regulation Agency (AHPRA) under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

Enrolled Nurse means a nurse enrolled as such with the Australian Health Practitioner Regulation Agency under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

Australian Health Practitioner Regulation Agency

Both Enrolled and Registered Nurses are required to maintain their enrolment/registration to practice through the Australian Health Practitioner Regulation Agency, and as such, are bound by the professional and ethical boundaries stipulated in the policy documents set by the Australian Nursing and Midwifery Council of Australia, or however titled.

Pay Point Advancement

Employees will advance through pay points within a classification level on the completion of each year of service as a full time employee, or the equivalent hours worked by a part time employee. Advancement to a new classification level shall only occur with advancement as per the requirements of the Agreement.

(i) Registered Nurse Level 1 (RN1)

An employee at this level performs their duties:

- according to their level of competence; and
- under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

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

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

(ii) Registered Nurse Level 2 (RN2)

An employee at this level:

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



An employee at this level may also be known as a Clinical nurse.

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse coordinator or any higher level classification. Duties of a Clinical nurse will substantially include, but are not confined to:

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

(iii) Registered Nurse Level 3 (RN3)

An employee at this level:

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

An employee at this level may also be known as a Clinical Nurse Coordinator, Nurse Manager or Nurse Educator.

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

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

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and resident/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a coordinator on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of residents or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of residents or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

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

- providing leadership and role modelling, in collaboration with others including the Clinical nurse coordinator and the Nurse educator, particularly in the areas of action research and quality assurance programs;



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

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

- providing leadership and role modelling, in collaboration with others including the Clinical nurse coordinator and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of resident or client education programs;
- participating in policy development and implementation;
- acting as a coordinator on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

(iv) Registered Nurse Level 4 (RN4)

An employee at this level:

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

An employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant Director of Nursing (management), or Assistant Director of Nursing (education).

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

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

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

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



- being accountable for the development, implementation and evaluation of patterns of resident care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

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

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

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

- providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (clinical) and the Assistant Director of Nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and organisation policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

(v) Registered Nurse Level 5 (RN5)

An employee at this level:

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



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

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

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

(vi) Nurse Practitioner

A Nurse Practitioner:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse Practitioner:

- The Nurse Practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse/midwife in extended practice across stable, unpredictable and complex situations.
- The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

The scope of practice of the Nurse Practitioner is determined by the context in which:

- the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and,
- the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.



Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

12. Compassionate Leave

(a) Paid Leave Entitlement

Employees, other than a casual employee, will be entitled to three (3) days paid compassionate leave per permissible occasion when an immediate family member or member of an employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

Proof of illness, injury or death, in the form of a medical certificate, death notice or other written evidence, shall be furnished by the employee to the satisfaction of the Employer when requested.

PROVIDED that no such payment shall be made in respect of an employee's rostered days off.

(b) Unpaid Leave Entitlement

An employee may take unpaid compassionate leave by agreement with the Employer.

(c) Significant Relationship

An employee that can demonstrate a significant relationship, to the Employer's satisfaction, shall be granted access to compassionate leave under subclause (a) and subclause (b).

Significant Relationship means a relationship that exists outside of the family members previously defined; however, it is a person with whom an employee can demonstrate having a significant relationship that would cause the employee to be placed in a similar situation to a family member on the occasion of their death or diagnosis with a serious illness or injury.

A number of factors may be used by the Employer to determine the existence of a significant relationship, including:

- (i) the nature and extend of common residence;
- (ii) the degree of financial dependence and any arrangements for financial support;
- (iii) the degree of mutual commitment to a shared life;
- (iv) the care and support of children;
- (v) the performance of household duties;
- (vi) the reputation and public aspects of the relationships; and
- (vii) any other relevant factor as determined by the Employer.

(d) Casual Employees

- (i) Subject to the evidentiary requirements in subclause (a), casual employees are entitled to not be available to attend work, or to leave work if an immediate family or household member:
 - a. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b. sustains a personal injury that poses a serious threat to his or her life; or
 - c. dies.



- (ii) The Employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 72 hours (i.e. three days) per permissible occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.
- (iii) The Employer shall not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual employee are otherwise not affected.

13. Consultation Term

- (a) This term applies if the Employer:
 - (i) has made a preliminary decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (b) For a major change referred to in paragraph (a)(i):
 - (i) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and



- (3) any other matters likely to affect the employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on employees if it results in:
- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or, the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in paragraph (a)(ii):
- (i) the Employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
- (iii) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (iv) the employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the employees; and



- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term **relevant employees** means the employees who may be affected by a change referred to in subclause (a).

14. Contract of Employment

(a) Employment by the Fortnight

Employment shall be on a fortnightly basis other than for an employee engaged as a casual. Any employee not specifically engaged as a casual employee will be deemed to be employed by the fortnight.

(b) Type of Employment

The Employer shall engage all new employees on commencement of employment as either full time, part time or casual. Each employee shall receive a contract of employment stating their Agreement classification, position title, whether they are employed as a day work employee or shiftwork employee, and name and details of the applicable industrial instrument.

(c) Recognition of Service and Experience

- (i) Upon commencement of employment, an employee has three months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. At the commencement of employment, the employer shall in writing, make employees aware of this subclause and its effect. If the employee is not made so aware, they are entitled to provide the documentation when they are made aware and be paid as if they had provided the documentation within three months of commencement.
- (ii) Until such time as the employee provides any such documentation as per sub-clause (i), the Employer shall pay the employee at the level for which evidence has been provided.
- (iii) If within three months of commencing employment, an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Employer shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (iv) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three months, the employee shall be paid at the appropriate rate from the date of providing that evidence to the Employer.
- (v) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide evidence of



that entitlement within three months of that entitlement arising. If that evidence is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the evidence is provided outside that three month period, the employee shall be paid at the higher rate only from the date that evidence is provided.

(d) Termination of Employment

- (i) The employment of an employee who has a reasonable expectation of continuing employment must not be terminated unless there is a valid reason for the termination connected with:
 - (1) the capacity, performance or conduct of the employee; or
 - (2) the operational requirements of the Employer’s business.
- (ii) The employment of an employee must not be terminated for reasons related to the employee’s conduct, capacity or performance unless he or she is informed of those reasons and given the opportunity to respond to them, unless in all the circumstances the Employer cannot be expected to provide such an opportunity.
- (iii) An employee responding to the Employer under subsection (c)(ii) of this subclause is to be offered the opportunity to be assisted by another person of the employee’s choice.

(e) Notice of Termination by the Employer

- (i) In order to terminate the employment of the employee, where employed on a full time or part time basis, the Employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, where the employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional one (1) weeks’ notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this Clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (vi) Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainees’ services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship



and is re-engaged by the Employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

(f) Notice of termination by the Employee

No employee shall, without the consent of the Employer, resign without giving two (2) week's period of notice in writing. If an employee fails to give the required notice, the Employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding two (2) weeks less any period of notice actually given by the employee. The Employer's ability to withhold such monies on termination is subject to authorisation from the employee.

(g) Instant dismissal

The Employer shall have the right to dismiss the employee without notice for serious misconduct as defined by the *Fair Work Act 2009* and the *Fair Work Regulations 2009*, in such cases the wages shall be paid up to the time of dismissal only.

(h) Payment Instead of Notice

(i) If the Employer does not give appropriate notice of their intention to terminate an employee's employment, they will pay the remainder of the required notice to the employee.

(ii) In the case of instant dismissal the employee is only entitled to be paid up to the time of the dismissal.

(i) Employees Have a Right to be Paid

Employees are entitled to be paid their normal weekly wage - including any applicable penalty payments – if due to the act, default or order of the Employer the employee does not work:

- 76 hours per fortnight for a full time employee; or
- the number of ordinary hours which the employee is contracted to work for a part time employee; and
- the employee is ready and willing to work during their ordinary working hours in that week.

(j) Employee Duties

The Employer may direct an employee to carry duties, which are:

- within the limits of an employees' skill, competence and training; and,
- consistent with the classification structure of this Agreement.

This provision must not deny such employee:

- any Agreement entitlement which might be applicable for performing work at a higher classification;
- nor should the provision enable the Employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.

15. Daylight Saving

Upon the changeover of time as a result of daylight saving in 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;



- (b) employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost and all time worked shall be paid at applicable penalty rates.

16. Dispute Resolution Procedure

- (a) If a dispute arises about a matter(s) under this Agreement or the NES including subsections 65(5) and 76(4), the parties to the dispute will attempt to resolve the dispute at the workplace level by discussion between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior level management as appropriate.
- (b) If the dispute arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace level, and all the agreed steps for resolving the dispute have been taken, the matter(s) in dispute may be referred to the Fair Work Commission.
- (c) The person(s) who raised the dispute, or his or her expressly nominated representative (organisation or agent), may refer the dispute to the Fair Work Commission for mediation, conciliation, or to obtain the Fair Work Commission's opinion or recommendation in the first instance.
- (d) Initially the Fair Work Commission may confer informally with the parties about matters of procedure, such as:
- the presentation of each side's position (whether oral or in writing);
 - confidentiality requirements;
 - representation;
 - timing, location and duration of the conciliation;
 - whether a telephone conference is all that is needed in the first instance; and
 - any further particulars about the Fair Work Commission's role in relation to establishing procedures.
- (e) Subject to the preceding clause, the Fair Work Commission may do such things as:
- help the parties identify and define the matters in dispute;
 - help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
 - where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively; and
 - act as the facilitator of direct negotiations between the parties.
- (f) The parties agree that during mediation or conciliation, the Fair Work Commission may, at its discretion, discuss the matter in dispute privately with any of the parties to the dispute or their representatives. The Fair Work Commission shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.
- (g) If the matter(s) in dispute is/are not resolved by mediation or conciliation, then the Fair Work Commission may arbitrate by use of any of its powers (including powers under section 739(4) of the Act). In this case, the parties agree to be bound by the decision made by the Fair Work Commission in accordance with this term.
- (h) For the avoidance of doubt, either party can be represented by a person of their choice at any stage of the procedure.



17. Enrolled Nurse Upgrade to Registered Nurse

- (a) In recognition of the need to retain staff within the Aged Care sector, an Enrolled Nurse who completes a period of study that entitles them to seek registration with the Australian Health Practitioner Regulation Agency shall, if they wish to continue with the Employer, be transferred to a position as a Registered Nurse within the facility, where such position is available and where the employee is suitable for the position.
- (b) An Enrolled Nurse commencing as a Registered Nurse shall be paid as a Registered Nurse Level 1 - Year 3 for their first year of service.

18. Family and Domestic Violence

- (a) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer is committed to providing support to staff that experience family and domestic violence. An employee will not be treated any differently because of their disclosure of, experience of, or perceived experience of, family violence.
- (b) For the purpose of this clause, family and domestic violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim. To avoid doubt, this definition includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (c) To access the provisions of this clause, an employee must provide evidence that would demonstrate their eligibility. Such evidence may include a document issued by the police service, a court, a medical practitioner, a family violence support service, a lawyer, a counselling professional or a statutory declaration.
- (d) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, the Employer, will, subject to operational requirements facilitate flexible working arrangements, which may include:
 - changes to rostered shifts and/or work location;
 - changes to telephone numbers and/or email addresses; and
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

An employee experiencing family and domestic violence may be referred to the Employee Assistance Programme (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.

- (e) A full time or part time employee who has established evidence of being the victim of family or domestic violence is entitled to 10 days per year of paid family and domestic violence leave. Casual employees will be entitled to unpaid family and domestic violence leave.

An eligible employee, experiencing family and domestic violence is entitled to access family and domestic violence leave for the purpose of:

- attending legal proceedings, counselling, appointments with a medical or legal practitioner;



- relocation or making other safety arrangements; or
- other activities associated with the experience of family and domestic violence as approved by the Employer.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days. The employee shall provide notice as soon as is reasonably practicable of their request to take leave under this clause.

- (f) An employee experiencing family and domestic violence may access the provisions of this clause by application to their Manager or the People and Culture Manager. The Employer shall ensure that any personal information provided by the employee to the Employer concerning the employee's experience of family and domestic violence is kept confidential.

19. First Aid Certificate

- (a) An employee that holds a current first aid certificate issued by the St John Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by the Employer to perform first aid duty at his or her work-place shall be paid an allowance per week, as provided below.

FFPP on or after approval of the Agreement	FFPP on or after 1 July 2021	FFPP on or after 1 July 2022
\$13.10	\$13.46	\$13.83

- (b) Furthermore the Employer will cover any cost of the ongoing renewal of the employee's certificate in total including training costs.
- (c) Nurses who are Registered or Enrolled with the Australian Health Practitioner Regulation Agency who are required to provide first aid duty at his or her workplace will not be paid an allowance for providing first-aid duty.

20. Flexibility Arrangements

- (a) Notwithstanding any other provision of this Agreement, the Employer and an individual employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:

- (i) the Agreement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) arrangements for overtime and overtime rates; and/or,
 - (C) penalty rates.
- (ii) the arrangement meets the genuine needs of the Employer and employee in relation to one or more of the matters mentioned in paragraph (i); and,
- (iii) the arrangement is genuinely agreed to by the Employer and individual employee.

- (b) The Employer shall ensure that the terms of the Individual Flexibility Arrangement:

- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and,
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and,
- (iii) result in the employee being better off overall than the employee would be if no arrangement was made.

- (c) The Employer shall ensure that the Individual Flexibility Arrangement:



- (i) is in writing; and,
 - (ii) includes the name of the Employer and employee; and,
 - (iii) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and,
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement; and,
 - (B) how the arrangement will vary the effect of the terms; and,
 - (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and,
 - (D) states the day on which the arrangement commences.
- (d) The Employer shall provide an employee with the opportunity to seek independent advice concerning the proposed arrangement prior to the arrangement being signed by the Employer and employee.
- (e) The Employer shall provide the employee with a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.
- (f) The Employer or employee may terminate the Individual Flexibility Arrangement:
- (i) by giving 28 days written notice to the other party to the arrangement; or,
 - (ii) if the Employer and employee agree in writing — at any time.

21. Foul and Nauseous Work

- (a) An allowance of \$0.48 per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of an unusually nauseous nature other than linen placed in alginate bags and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee.
- (b) Any Employee who is entitled to be paid an allowance will be paid a minimum sum of \$2.58 for work performed in any week.

22. Handover

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

23. Higher Duties Allowance

- (a) Non-Nursing Employees

Employees engaged continuously on duties carrying a higher rate than their ordinary classification:



- (i) for more than two hours, must be paid the higher rate for the day;
- (ii) less than two hours must be paid the higher rate for the time so worked.

This sub-clause applies irrespective of whether or not an employee works in accordance with the shiftwork arrangements of this Agreement.

(b) Nursing Employees

Employees who perform the duties of an employee with a higher classification for a period of three consecutive working days or more must be paid the rate applicable to the higher paid classification.

24. Hours of Work

(a) Ordinary Hours of Work

The ordinary hours of work for a full time employee will be 76 hours per fortnight, or 80 hours per fortnight for an employee accruing an Accrued Day Off each four week period.

(b) Day Work Employees

(i) Spread of Hours

Employees receive the relevant ordinary hourly rate contained in this Agreement when they work their ordinary hours within the determined spread of hours. The spread of hours is between the hours of 7.00am and 7.00pm for nursing employees, and 6.00am and 6.00pm for all other employees, Monday to Friday.

(ii) Working outside the Spread of Hours

Day Work Employees are paid overtime rates if they perform outside of the spread of ordinary hours.

Work performed outside the spread of hours shall:

- be paid for at overtime rates; but
- be deemed, to be part of the employee's ordinary hours of work where the ordinary hours of work within the span of hours in any fortnight, have been less than 76.

(d) Shiftwork Employees

(i) Spread of Hours

Employees may be engaged in accordance with the shiftwork arrangements of this Agreement to regularly work outside the ordinary spread of hours applicable to a day work employee.

(ii) Pattern of Work for a Shiftwork Employee

Where an employee is required to work in accordance with the shiftwork arrangement of this Agreement, the ordinary hours of work must not exceed:

- 8 in any one day (or 10 if there is an agreement under sub-clause (d)(iii));
- 76 in any 14 consecutive days;
- 152 in any 28-day accounting period.

(iii) Optional 10-Hour Shifts



The ordinary hours of an individual employee may be extended to 10 hours per day if:

- their roster requires them to work past midnight; and
- the Employer and individual employee agree.

This means that the employee would not be paid overtime rates for the extra two (2) hours.

(e) The 76 Hour Fortnight

(i) Implementation

The Employer shall structure the 76 hour working fortnight with regard to the occupation of the employee and operational requirements of the facility in which the employee is based.

Where practicable, the Employer will endeavour to implement the 76 hour fortnight in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).

However, where the Employer encounters operational difficulties in implementation of the 19 day month, discussion may take place with employees on an alternative method of implementation.

(ii) Accrued Days Off

Where part of an employees structured hours, accrued days off must be rostered to fall on a day of the week other than a Saturday or Sunday. The Employer will endeavour to ensure that the accrued day off is rostered to fall either the day immediately before or immediately after rostered days off.

(iii) Effect of Absences on Accrued Days Off

The effect of absences on accrued days off is set out below:

- where an employee is absent on leave without pay, 24 minutes for each day of absence should be deducted from the accrued day off.
- days of paid absence on public holidays and compassionate leave will count toward the accrued day off on full pay.
- where an accrued day off falls on a public holiday a substituted accrued day off should be taken as soon as possible.
- public holidays taken accrue towards an accrued day off.
- where an employee is absent on paid leave, 8 hours shall be deducted from the employee's leave accrual with 7.6 being paid to the employee and 24 minutes being credited towards the accrued day off.

25. In Charge Allowance

The in charge allowance shall be paid on a per shift basis, as provided below. Provided that the in-charge responsibility includes all areas of the facility including catering and domestic services and care staff.

FFPP on or after approval of the Agreement	FFPP on or after 1 July 2021	FFPP on or after 1 July 2022
\$32.54	\$33.43	\$34.34



26. License Reimbursement

Employees directed by the Employer to drive vehicles, which require a licence issued by the Department of Roads and Transport, Motor Registry, Licence Section, are entitled to the licence reimbursement. Upon presentation of their current licence to the Employer, they shall be reimbursed the cost of the driver's annual licence fee.

27. Long Service Leave

Long Service Leave entitlements shall be in accordance with the *Long Service Leave Act 1976*, as amended.

28. Meal Breaks

(a) Meal Breaks for Day Work Employees

- (i) Day Work Employees who work in excess of five hours on any day shall receive an unpaid meal break of:
 - not more than one hour; and
 - not less than 30 minutes duration.
- (ii) The duration of the meal break may be altered by written agreement between the Employer and an individual employee.
- (iii) Disrupted Unpaid Meal Break

Employees on an unpaid meal break who are directed to work during their recognised meal break must be paid at one and a half times their relevant wage rate contained in this Agreement for:

- all work performed during such period; and
- until a meal break is allowed.

(b) Meal Breaks for Shiftwork Employees

- (i) Shiftwork employees who work in excess of five hours on any day shall receive a paid meal break of 30 minutes. The meal break counts as time worked.
- (ii) Employees will be allowed to extend their paid meal break so that the total period of the meal break does not exceed 60 minutes if:
 - the Employer and an individual employee agree; and
 - any extension of the meal break will be unpaid and not counted as time worked.

(c) Rest Breaks

- (i) An employee who works 4 hours or more on any day shall be entitled to a 10 minute paid rest break.
- (ii) An employee who works 7.6 hours or more on any day shall be entitled to two 10 minute paid rest breaks.
- (iii) Rest breaks count as time worked.
- (iv) Rest breaks are in addition to the applicable meal break as provided in subclause (a) or (b).



(d) Meal Charges

The maximum amount that can be charged or deducted where an employee receives a meal from the Employer is set out in the table below:

Type of Meal	FFPP on or after approval of the Agreement	FFPP on or after 1 July 2021	FFPP on or after 1 July 2022
All Breakfasts, Soup or Dessert	\$4.34	\$4.46	\$4.58
Salad or Sandwich	\$4.88	\$5.01	\$5.15
Cooked Main Meal	\$5.97	\$6.13	\$6.30
Main Meal with Soup or Dessert	\$8.14	\$8.36	\$8.59

Where an employee is charged for a meal in accordance with the table above, no extra charge is to be made for beverages, toast, bread, butter or condiments.

29. Notice Boards

The Employer shall provide a notice board of reasonable dimensions in a prominent position in the establishment upon which union representatives shall be permitted to post union notices.

30. Ordinary Rates of Pay

The ordinary rates of pay for employees covered by this Agreement are set out in Schedule A. Ordinary rates of pay are expressed as a weekly amount, as applicable to a full time employee.

31. Overtime and On-Call Arrangements

31.1 Overtime Provisions for Day Work Employees

(a) Application

Day Work Employees shall be paid overtime rates for:

- Work in excess of 8 hours per day;
- Work outside the span of ordinary hours 7.00am to 7.00pm for nursing employees and 6.00am to 7.00pm for all other employees or outside the span of hours agreed between employees and the Employer under the Agreement. This provision includes part time employees.
- Work in excess of 76 hours per fortnight (if the employee does not receive an Accrued Day Off).

The Employer may require any employee to work reasonable overtime. No overtime will be worked without prior approval from the General Manager, Care Manager or designated supervisor on shift.

(b) Overtime Rates

Overtime rates vary according to which type of day it is worked. In calculating overtime:

- each days overtime stands alone; and,
- the allowances prescribed in this Agreement are not taken into consideration other than the In-Charge Allowance and Post Graduate Allowance for Nursing employees; and,
- the overtime penalty for a casual employee will be calculated on the relevant ordinary hourly rate of pay for a full time employee under this Agreement with the casual loading being added separately (i.e. the overtime rate shall not be applied to the loaded casual rate of pay).



The overtime rates for Day Work Employees are set out below:

Type of Day on which Overtime is Worked	Entitlement to Payment
Monday to Saturday (inclusive)	The first 2 hours: 1.5 times the ordinary hourly rate of pay After the first 2 hours: 2 times the ordinary hourly rate of pay
Sunday	2 times the ordinary hourly rate of pay
Public Holiday	2.5 times the ordinary hourly rate of pay

31.2 Overtime Provisions for Shiftwork Employees

(a) Application

Shiftwork employees must be paid overtime rates for:

- Work in excess of 76 hours per fortnight (if the employee does not receive an Accrued Day Off; or
- Work in excess of 80 hours per fortnight (if the employee receives an Accrued Day Off; or
- Work in excess of 8 hours per day; or
- Work in excess of 10 hours per day if an agreement is reached between an employee and the Employer under this Agreement.

The Employer may require any employee to work reasonable overtime. No overtime will be worked without prior approval from the General Manager, Care Manager or designated supervisor on shift.

(b) Overtime Rates

In calculating overtime:

- each days overtime stands alone; and
- the allowances prescribed in this Agreement are not taken into consideration other than In-Charge Allowance and Post Graduate Allowance for Nursing employees; and
- the overtime penalty for a casual employee will be calculated on the relevant ordinary hourly rate of pay for a full time employee under this Agreement with the casual loading being added separately (i.e. the overtime rate shall not be applied to the loaded casual rate of pay).

Shiftwork employees shall be paid double time for all overtime. However, they are not entitled to overtime payments where arrangements have been made between the employees themselves.

31.3 Additional Overtime Conditions for Part Time Employees

In addition to the overtime provisions applying to full time employees, part time employees shall receive overtime payments for all hours in excess of each part time employee's usual rostered hours where such hours are not agreed to be worked at ordinary time and are then directed to be worked by the Employer.

31.4 Overtime Conditions for All Employees

(a) The Employer may require any employee to work reasonable overtime. When requesting an employee to work overtime the Employer shall have regard to:

- any risk to employee health and safety;
- the employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Employer of the overtime and by the employee of his or her ability to work it; and



- any other relevant matter.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to the above matters.

(b) No overtime shall be worked without the prior approval of the Employer.

(c) Meals and Overtime

(i) 20 minute Meal Break

An employee shall be allowed a meal break of 20 minutes before starting overtime. The employee will be paid at ordinary rates for the meal break. This provision does not apply if: the period of overtime is one and a half hours or less.

(ii) Varying Meal Breaks

The Employer and an employee may agree to different meal break provisions to meet the circumstances of the work in hand. However, no employee will be required to work more than five hours without a break for a meal.

(iii) Provision of a Meal

An employee required to work for more than one hour after their usual finishing time of work will be:

- supplied with a meal by the Employer; or
- paid a meal allowance as below:

FFPP on or after approval of the Agreement	FFPP on or after 1 July 2021	FFPP on or after 1 July 2022
\$14.20	\$14.59	\$14.99

If the overtime continues beyond four hours, an employee will be supplied with an additional meal or paid an additional meal allowance.

(d) Eight Hours Break

(i) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

(ii) Employees (other than a casual employee) who work so much overtime that they do not have at least eight consecutive hours off before commencing their ordinary work the next day must be:

- released after completion of such overtime until he/she has had eight consecutive hours off duty; and
- be paid for ordinary working time occurring during such an absence.

(iii) If on the instructions of the Employer, employees resume or continue work without having had eight consecutive hours off duty they must:

- be paid at double rates until released from duty for eight consecutive hours; and
- be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.



(e) Time Off In Lieu of Payment for Overtime (TOIL)

- (i) An employee may elect to accrue time off in lieu of payment for overtime with the consent of the Employer. Such arrangement shall be subject to the following conditions:
 - an employee is required to take any leave accrued under this sub-clause within a reasonable timeframe, or as agreed between the Employer and individual employee;
 - the Employer may require an employee to take any leave accrued under this sub-clause or be paid out any accrued leave at their ordinary hourly rate of pay by providing four (4) weeks' written notice to the employee;
 - an employee's accrual as provided by this sub-clause must not exceed one week at any time (i.e. 38 hours for a full time employee or pro rata for a part time employee);
 - an employee may request that the Employer cash out any leave that has accrued under this sub-clause, subject to the Employer's approval; and,
 - this arrangement may be terminated by the Employer or an employee by providing written notice of four (4) weeks.

- (ii) The amount of time a Day Work Employee shall accrue instead of payment for overtime is set out below:

Type of Day on which Overtime is Worked	Entitlement to Hours Off
Monday to Saturday (inclusive)	The first 2 hours: 1.5 times the time worked After the first 2 hours: 2 times the time worked
Sundays	2 times the time worked
Public Holidays	2.5 times the time worked

- (iii) The amount of time a Shiftwork Employee shall accrue instead of payment for overtime is 2 times the number of hours worked.

31.5 On-Call/Re-Call Arrangements

- (a) The following clause applies to maintenance/handyperson and gardening employees only and excludes all others.

- (b) Except where otherwise specifically provided, an employee recalled to work after leaving the Employer's workplace (whether notified before or after leaving such workplace) shall be paid at the overtime rate in accordance with this Clause or time in lieu by agreement with the Employer.

- (c) Where an employee is recalled to work in accordance with subclause (a) hereof and the payment at overtime rates in accordance with this Clause does not equal or exceed 4 hours pay, then the employee shall be paid 4 hours pay or 4 hours time in lieu by agreement with the Employer.

- (d) Where an employee is recalled to work a second time, and such recall is within the hours for which payment is already due under paragraph (b) hereof, the time worked in the first and second recall shall be combined for the purpose of calculating payment or time in lieu and shall be calculated in accordance with paragraph (b) hereof.

- (e) Where an employee is recalled to work a second time, and such recall is outside the hours for which payment is already due under paragraph (b) hereof, the employee shall be paid at overtime rates in accordance with this Clause or time in lieu by agreement with the Employer.



Provided that where such payment does not equal or exceed 3 hours pay, then the employee shall be paid 3 hours pay or 3 hours time in lieu by agreement with the Employer.

- (f) Where an employee is recalled to work a third or subsequent time, the employee shall be paid at overtime rates in accordance with this Clause or time in lieu by agreement with the Employer.

Provided that where such payment does not equal or exceed 3 hours pay, then the employee shall be paid 3 hours pay or 3 hours time in lieu by agreement with the Employer.

- (g) Time reasonably spent in getting to and from work shall be regarded as time worked.

- (h) An employee who is recalled to work within two hours of his/her normal starting time shall be paid at overtime rates in accordance with this Clause or time in lieu by agreement with the Employer.

Provided that where such payment does not equal or exceed 4 hours pay, then the employee shall be paid 4 hours pay or 4 hours time in lieu by agreement with the Employer.

- (i) Call - Remote

(i) An employee who is to remain on "remote call" (that is on call for duty and allowed to leave the precincts of the establishment) shall be paid 0.8055 cents for each hour he/she is required to be so available, with a minimum payment of \$8.30 per each 24 hour period on remote call.

(ii) Where an employee on remote call is recalled to work, he/she shall be paid or given time in lieu in accordance with the provisions of paragraphs (a) to (g) of this subclause. This shall be in addition to any entitlement under paragraphs (a) to (g) hereof.

(iii) Where practicable an employee will be on remote call for a minimum period of 7 consecutive days; otherwise a rotating system averaging at least 7 days per employee per cycle shall be worked.

32. Parental Leave

- (a) Employees in this part who have been employed for 12 months may be eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the NES.

- (b) A copy of the relevant section of the NES is available from the Employer on request.

- (c) Separate to the unpaid leave entitlement as contained in this NES, employees may be eligible for Parental Leave Pay provided for by the Commonwealth Government. An eligible employee is entitled to receive taxable Parental Leave Pay payments at the rate of the Federal Minimum Wage for a maximum period of 18 weeks.

- (d) Upon providing evidence of eligibility, an eligible employee (who is deemed to be the primary care giver of the newborn) in receipt of Parental Leave Pay shall be paid the difference between their normal ordinary rate of pay and the amount received from the Commonwealth Government for a maximum period of 18 weeks.

33. Part Time Employment

- (a) A part time employee is an employee who is engaged to work less than 76 ordinary hours per fortnight and has reasonably predictable hours of work.



- (b) Before commencing employment, the Employer and a part time employee shall agree in writing on a regular pattern of work including the number of hours to be worked each fortnight, the days that the employee shall work and the starting and finishing times each day.
- (c) Any temporary variation to the agreed hours of work as per 31(b) will be indicated on the time sheet for that shift worked. The employee will enter the full details of the additional or varied shift and indicate either overtime or ordinary time as agreed, to indicate the arrangements for payment of that shift.
- (d) Where a part time employee does not agree to additional hours over their rostered hours, then any such hours directed by the Employer will be paid as overtime and the employee should indicate such on the time sheet.
- (e) The terms of this Agreement shall apply on a pro rata basis to part time employees on the basis that the ordinary fortnightly hours for a full time employee is 76.
- (f) The ordinary hourly rate of pay applicable to a part time employee under this Agreement shall be the same ordinary hourly rate of pay as applicable to a full time employee.
- (g) Penalty rates

The penalty rates prescribed for full time employees for work on Saturdays, Sundays and public holidays are applicable to part time employees.

- (h) Minimum work provided

Part time employees shall be provided with a minimum of two (2) continuous hours work or, alternatively, paid for a minimum of two (2) hours on each occasion they are required to attend for work.

However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual written agreement between the Employer and an individual employee.

- (i) Review of Contracted Hours

Where a part time employee works a regular shift or shifts (on a consistent and systematic basis) above their normal contracted hours of work, if the Employer is in a position to provide these hours on a permanent basis to the part time employee, then the part time employees minimum number of hours of work shall be renegotiated. This shall occur in accordance with the Employer's recruitment policy, and shall only occur with the Employer's agreement.

34. Payment of Wages

- (a) Wages Paid Each Fortnight

Wages, including overtime, must be paid fortnightly and not later than Thursday of each pay week.

- (b) Direct Deposit of Wages



Employees have the right to nominate which bank or financial institution into which their wages will be paid by direct bank deposit

(c) Employer to Provide a Statement of Wages

(i) On pay day the Employer must provide in writing to the employee:

- the amount of wages to which the employee is entitled;
- the amount of tax deductions;
- the amount of any other deductions;
- the net amount being paid to the employee.

(ii) The Employer must state the particulars separately in writing where:

- the hourly rate is changed
- the number of ordinary hours per week changes;
- back monies are due;
- annual leave payment is made;
- payment on termination.

(d) Pay Day on a Public Holiday

Wages must be paid one day early when the normal pay day falls on a Public holiday.

(e) Late Payment of Wages

It is agreed by the parties to this Agreement that the Employer has an exceptional record of paying wages to employees on or before the required time. It is not the Employer's intent to deliberately fail to pay any employee by the required time but it is accepted that errors could be made from time to time. This subclause deals with the arrangements to occur if an employee is paid late and that payment results from a deliberate failure to pay on time rather than an unintended underpayment.

(i) (A) An employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the employees' normal pay day, due to any action or default of the Employer, shall be paid waiting time at the rates prescribed in Clause 30 - Overtime for all time kept so waiting for his or her pay, irrespective of whether the employee waits at his or her normal place of employment.

PROVIDED that where the employee's wages are paid within the first fifteen minutes after the usual time of ceasing work, a minimum payment of 15 minutes shall be made in accordance with this provision.

PROVIDED ALWAYS that an employee shall not receive more than 8 hours pay at the rate prescribed in this subclause in any 24 hour period.

(B) No employee shall receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.

(C) Allowances prescribed by this Agreement shall not be taken into account in the calculation of waiting time rates as prescribed by this subclause.

(ii) (A) An employee kept waiting for wages for more than a quarter of an hour after the usual time for ceasing work on the normal pay day due to circumstances beyond the control of the Employer shall not be provided with waiting time payments as prescribed in subclause (i) of this clause.



- (B) In circumstances where payment of wages is delayed due to reasons beyond the control of the Employer, the Employer shall do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the Employer that the employee's pay will be delayed.

35. Personal/Carer's Leave

The provisions of this clause apply to an employee, other than one engaged as a casual.

(a) Amount of Paid Personal Leave

- (i) Paid personal leave is available to an employee, when they are absent:
 - (1) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (2) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of: a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
- (ii) A full time employee is entitled for each year of service with the Employer to 20 days of paid personal/carers' leave. This equates to 152 hours per year.
- (iii) A part time employee is entitled to a pro-rata entitlement to personal/carers' leave based on the number of ordinary hours worked per week.
- (iv) An employee's entitlement to paid personal/carers' leave accrues progressively during a year of service according to the employee's ordinary hours of work.

(c) Employee Must Give Notice

An employee shall as soon as practicable (which may be a time after the leave has started), inform the Employer of his/her inability to attend for duty, and, as far as reasonable state the nature of the injury or illness and the estimated/expected duration of the absence.

(d) Evidence Supporting Claim

- (i) Employees are required to provide a medical certificate or statutory declaration for each period in which they claim personal leave, that would satisfy a reasonable person that:
 - (1) if it is paid personal/carers' leave – the leave is taken for a reason specified in subclause (b)(i) above; or
 - (2) if it is unpaid carer's leave – the leave is taken for a permissible occasion in a circumstance specified in subclause (n) and (o) below.
- (ii) An employee is not entitled to take personal leave under this clause unless the employee complies with subclause (d)(i) above. An employee is required to provide evidence within a reasonable time frame. To ensure payment can be made at the next scheduled pay day, an employee should endeavour to provide evidence to the Employer prior to the last day of each pay period.



(iii) Notwithstanding subclause (d)(i), the ability for an employee to provide a statutory declaration is limited to five (5) days per year, and can only be used for a period of up to two (2) consecutive days. It is also a requirement that the statutory declaration must be signed by a person before whom a statutory declaration can be made (determined by occupation or position held) who does not work for the Employer.

(iv) The Employer shall accept a medical certificate, as required to be provided by an employee in subclause (d)(i), that is signed by a 'registered health practitioner'. A 'registered health practitioner' means a health practitioner that is registered as such with a recognised authority and includes, but not limited to the occupation of a medical practitioner, a pharmacist, an osteopath, a psychologist, a podiatrist, a physiotherapist, a dental practitioner, a chiropractor, and an optometrist.

(e) Accumulation of Personal Leave

If the full period of personal leave, as prescribed in paragraph (b)(ii) hereof is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.

(f) Personal Leave and Infectious Diseases

Notwithstanding any other provisions in this clause, an employee who contracts an infectious disease in the course of his/her duties, and same having been certified to by a medical practitioner approved by the Employer, shall receive full pay during the period of duty up to but not exceeding 12 weeks, and during this time shall be regarded as remaining in the employ of the Employer.

(g) Personal Leave During Annual Leave

An employee who is certified as unfit for duty because of personal illness by a medical practitioner approved by the Employer during a period of annual leave, shall be given credit for the time so certified and the paid annual leave shall be extended by the number of days that the employee has been so certified as unfit for duty.

(h) Personal Leave and Workers' Compensation

(i) An employee who is incapacitated by reason of his/her work shall, subject to the recommendation of a medical practitioner, be paid an amount of wages not less favourable than that prescribed by the *Workers Rehabilitation and Compensation Act 1988* (Tasmania).

(ii) An employee shall not be entitled to paid personal leave for any period that the employee is absent from work in which he/she is entitled to workers compensation.

(i) Personal Leave Year

A year for the purposes of this clause shall mean 365 days' employment in an approved nursing home including rostered days off, holidays with pay, paid annual leave and paid personal leave.

(j) Personal Leave Before or after Accrued Days Off

If an employee is absent on personal leave on the day immediately preceding or immediately following the accrued day off he/she shall provide a medical certificate in support of such absence.

(k) Part time Employees

Part time employees shall have their personal leave entitlement calculated in the following manner:



152 (full time equivalent entitlement) divided by 1976 = 0.076923 hours personal leave entitlement for each hour worked.

(l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for a member of their immediate family or household who are ill or injured, require care or support or who require care or support due to an unexpected emergency. The Employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (c) and (d) are met.

(m) Casual Employees - Caring Responsibilities

- (i) Subject to the evidentiary and notice requirements in sub-clauses (c) and (d), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a member of their immediate family or household who are ill or injured and require care or support, or who require care or support due to an unexpected emergency, or the birth of a child.
- (ii) Casual employees are not entitled to any payment for the period of non-attendance at work. The period of absence while undertaking caring responsibilities shall be determined by agreement between the Employer and employee however if agreement cannot be reached the employee is entitled to 48 hours (2 days) per occasion.
- (iii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of The Employer to engage or not to engage a casual employee are otherwise not affected.

36. Post Graduate Allowance

- (a) A Registered Nurse, including an Enrolled Nurse, who holds a post-graduate hospital certificate or post graduate certificate shall be paid, in addition to their salary, the following amount:

4.0% of the hourly rate of pay.

- (b) A Registered Nurse, including an Enrolled Nurse, who holds a post graduate diploma or a degree (other than a nursing undergraduate degree) shall be paid, in addition to their salary, the following amount:

6.5% of the hourly rate of pay.

- (c) A Registered Nurse, who holds a Masters or Doctorate, shall be paid, in addition to their salary, the following amount:

7.5% of the hourly rate of pay.

The post graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

PLEASE NOTE only one post graduate qualification allowance for each employee is applicable. Also, it must be demonstrated that the qualification is relevant to the current area of practice and is being utilised.



37. Preceptor and Orientation Shift Allowance

(a) Preceptor Allowance

A Registered Nurse Level 1 (RN1), Registered Nurse Level 2 (RN2) or Enrolled Nurse (EN) who acts as a preceptor shall receive the preceptor allowance on a per hour basis, as provided below, whilst acting in this role subject to appointment by the Employer.

FFPP on or after approval of the Agreement	FFPP on or after 1 July 2021	FFPP on or after 1 July 2022
\$2.96	\$3.04	\$3.12

(b) Orientation Shift Allowance

An employee (excluding administration) that is required by the Employer to orientate a new employee shall receive the orientation shift allowance on a per hour basis, as provided below, whilst acting in this role subject to appointment by the Employer. This allowance is provided for a maximum of three (3) shifts with the new employee.

FFPP on or after approval of the Agreement	FFPP on or after 1 July 2021	FFPP on or after 1 July 2022
\$2.96	\$3.04	\$3.12

38. Probationary Period

- (a) Nothing in this Agreement shall be construed as making probationary employment mandatory.
- (b) Probationary employment shall not apply in respect of casual employees.
- (c) An employee on probation is entitled to all provisions of this Agreement.
- (d) A new employee shall be engaged on a probationary period of three (3) months duration. The probation period shall be specified in the contract of employment. The probationary period in no way effects the application of the minimum employment period under the *Fair Work Act 2009*.
- (e) Where an employee’s performance does not meet the Employer’s expectations, the Employer shall complete a probationary performance review during the defined probationary period. Following the conclusion of the first performance review, the Employer will provide the probationary employee with feedback about their work performance. Where areas of unsatisfactory performance are identified, the probationary employee will be made aware of the standards of satisfactory performance required and the dates by which they are required to be achieved.
- (f) The Employer shall complete a performance review prior to the end of the probationary period specified in the contract of employment and immediately inform the employee of the outcome of this review under the following terms:
 - (i) Where the Employer has determined that the probationary employee has satisfactorily completed their probation, that their employment will continue; or;
 - (ii) Where the Employer, as a consequence of the probationary reviews, has determined that the probationary employee has not satisfactorily met the Employer’s work performance



- requirements, the probationary employee shall be informed of the outcome of the final review and shall be given two weeks' notice of termination of employment or payment in lieu thereof;
- (iii) Provided that should the Employer fail to complete the required final probationary review within the time specified, the employee will be deemed to have successfully completed the probationary employment period, unless the failure to review occurs due to circumstances beyond the Employer's control.
- (iv) The provisions relating to termination of employment and redundancy shall not apply in respect of probationary employees.

39. Professional Development

- (a) The Employer commits to the professional development of employees where it is within the scope of the employee's role and is deemed to meet the needs of the Employer, particularly in relation to supporting Registered Nurses and Enrolled Nurses in maintaining registration with the Australian Health Practitioner Regulation Agency.
- (b) The Employer will assist to facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

40. Public Holidays

(a) Public Holidays in Tasmania

- (i) Employees (other than casual employees) are entitled to the following public holidays per year:
- New Year's Day;
 - Australia Day;
 - Royal Hobart Regatta (Hobart only);
 - Labour Day (a.k.a. Eight Hour Day);
 - Good Friday;
 - Easter Monday;
 - Anzac Day;
 - Queen's Birthday;
 - Recreation Day (where Royal Hobart Regatta is not observed);
 - Christmas Day; and
 - Boxing Day.
- (ii) In addition to the listed public holidays above, employees (other than casual employees) are entitled to Show Day or its equivalent. Show Day is different in each region; therefore, **Show Day** means:
- for those employees working in the 64 telephone district, Burnie Show Day
 - for those employees working in the 63 telephone district, Launceston Show Day
 - for those employees working in the 62 telephone district, Hobart Show Day
 - where employees work in more than one area they shall not be entitled to more than one Show Day per year.
- (iii) Provided that arrangements for the public holidays in subsection (i) and (ii) shall be in accordance with the *Statutory Holidays Act 2000* (Tasmania), including where a public holiday is declared to be in substitution of, or in addition to the above public holidays.

(b) Entitlement to Paid Public Holidays



All employees are entitled to paid public holidays except for a casual employee who receives a casual loading in lieu of annual leave, personal leave and paid public holidays.

(c) Payment for Public Holidays

An employee that is entitled to take a public holiday off must be paid at the ordinary rate of pay for the ordinary hours had the employee been at work. If an employee does not have ordinary hours of work on a public holiday, the employee is not entitled to payment under this clause. For example, a part time employee is not entitled to payment if the employee is not rostered to work on the public holiday.

(d) Payment for Working on a Public Holiday

Employees who perform work on a public holiday shall receive payments in accordance with their respective category of employment at the rate listed in the table below:

Category of Employee	Rate of Payment
Full Time and Part Time Shiftwork Employees	2 times the relevant ordinary hourly rate of pay.
All Casual Employees	2.25 times the relevant full time ordinary hourly rate of pay.
Full Time and Part Time Day Work Employees	2.5 times the relevant ordinary hourly rate of pay.

When work commences between 11.00pm and midnight on:

- a public holiday and extending into the next day will not be paid at a public holiday rate; and
- on the day preceding a public holiday and extending into the public holiday, will be paid at the public holiday rate.

41. Redundancy

(a) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

(b) Commitment to consult

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.

Where the Employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of employee's income, the Employer agrees to follow the consultation term as provided for in this Agreement.

(c) Redeployment and Retraining

In the event of a position being made redundant, or an employee's hours are reduced or altered which causes a loss of an employee's income the following shall apply:

- (i) The Employer will actively explore all internal redeployment opportunities for staff surplus to requirements.



- (ii) An employee seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- (iii) Where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the staff member to perform the duties of the position to which the employee is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that the employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) Notice of Redundancy

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

The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of employee's income is as follows:

Employee's Period of Continuous Service With the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination.

(e) Redundancy

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

In assessing applications for voluntary redundancy the parties acknowledge that the Employer will have an unfettered right to determine, subject to the requirements of the business, which applications to accept or reject.

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

(f) Redundancy Package



- (i) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant employees is as follows:

Voluntary Redundancy

- (1) Redundancy pay is in accordance with the NES, or 2 weeks' pay for each year of service or part thereof, for Nursing employees, whichever is greater.
- (2) Redundancy pay is in accordance with the NES, or 2 weeks' pay for each year of service or part thereof, with a maximum payment of 26 weeks for all non-Nursing employees, whichever is greater.
- (3) Full payment of all accrued annual leave entitlements including leave loading.
- (4) Notice period as per (e) of this clause or payment in lieu.

Involuntary Redundancy

- (1) Redundancy pay in accordance with the NES, or 2 weeks' pay for each year of service and pro-rata to two weeks for the final uncompleted year of service, for Nursing employees, whichever is greater.
 - (2) Redundancy pay in accordance with the NES, or 2 weeks' pay for each year of service and pro-rata to two weeks for the final uncompleted year of service, with a maximum payment of 26 weeks for all non-Nursing employees, whichever is greater.
 - (3) Full payment of pro-rata long service leave entitlements after 5 years of continuous employment.
 - (4) Full payment of all accrued annual leave entitlements including leave loading.
 - (5) Notice as per sub-clause (e) of this clause or payment in lieu.
- (ii) Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Agreement) which causes a loss of income, the Employer will pay a partial redundancy to such employees as are adversely affected as follows:

Redundancy payment = existing weekly rate – new weekly rate x 2 x years of service and pro rata to 2 weeks for any uncompleted year of service.

- (iii) A weeks pay shall mean:

- (1) the hours worked per week as averaged over the previous six months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
- (2) any penalties as averaged over the previous six months, excluding any period of leave or other extraordinary absence; and
- (3) any all-purpose work related allowances.

- (g) All employees who are made redundant, shall be given assistance by the Employer in seeking suitable alternative employment. Such employees will be granted time-off with pay to attend employment interviews and/or to make arrangements for training or re-training.

- (h) Financial Counselling

The Employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The Employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial advisor agreed to by the Employer and the employee.



The Employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.

- (i) In the event of a permanent position becoming available, the Employer shall take reasonable steps to notify redundant employee(s) (within 6 months of being made redundant) of such vacancy and the employee(s) shall be invited to apply.

42. Salary Re-entry (Enrolled Nurses)

Enrolled Nurses undertaking the re-entry to practice course shall be paid as an *Enrolled Nurse – Year 1* during their course clinical time.

An Enrolled Nurse shall be paid as an *Enrolled Nurse – Year 2* following the re-entry to practice course.

43. Salary Re-entry (Registered Nurse)

Registered Nurses undertaking the re-entry to practice course shall be paid at *Registered Nurse level 1 – Year 1* during their course clinical time.

A Registered Nurse shall be paid as a *Registered Nurse level 1 – Year 2* for the first year of service as a full time employee (or the equivalent hours worked by a part time employee); or two (2) years, whichever comes first.

Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience – statement of service, group certificates, etc.

44. Salary Packaging

- (a) The rates of pay specified in this Agreement may be packaged in accordance with the Employer's salary packaging program. The salary packaging program shall be administered by a salary packaging provider as selected by the Employer.
- (b) The Employer agrees to permit all staff covered by this Agreement, who elect to do so with the external packaging provider, convert their gross remuneration to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
 - (i) overtime and shift penalties must be calculated on the Agreement rate of pay which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this Agreement;
 - (ii) non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to annual or other leave with pay;
 - (iii) superannuation payments required to be paid to an Industry Superannuation Fund of the employees choice under the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - (iv) annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place; and
 - (v) employees who have entered into salary packaging may alter their salary packaging arrangements or withdraw from salary packaging by notifying the salary packaging provider.



The salary packaging provider shall then notify the Employer on the arrangements that shall apply to each individual employee.

- (d) No employee, as a result of salary packaging, shall receive less, in wages and benefit, than currently provided for in this Agreement, or provided for by any over Agreement payment previously agreed between the Employer and the employee and in place at the time of the agreement taking effect.
- (e) Employees who elect to salary package should be aware of the following:
 - (i) that there is no compulsion for any employee to participate in salary packaging;
 - (ii) that all conditions contained in this Agreement, other than salary packaging as provided for in this Agreement will continue to apply;
 - (iii) that the structure of any agreed package complies with taxation and other relevant laws;
 - (iv) that they should consult with a financial adviser prior to electing to salary package;
 - (v) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the employee must give one months' notice and the Employer must give three months' notice, except in circumstances in which an employee ceases to be employed by the Employer; and
 - (vi) that in the event that the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and individual employee's wages will revert to those specified in this Agreement.
- (f) Salary packaging for all employees shall only be entered into by the Employer as provided for by this Agreement.

45. Salary Sacrifice and Superannuation

(a) Definitions

For the purpose of this clause:

Eligible employee means an employee engaged on a full time, part time or casual basis who has completed four consecutive weeks of time worked from the date of engagement in any period of employment or who has earned in excess of \$450.00 in a month.

Fund means any approved and eligible Industry Superannuation Fund that conforms to the Commonwealth Government's operational standards for Occupational Superannuation.

HESTA means the Health Employees Superannuation Trust Australia.

Ordinary pay means the ordinary weekly remuneration including shift penalties for rostered work, but excluding overtime, annual leave loading, annual leave and/or long service leave payment on termination of employment, uniform allowances and any allowance not paid on a permanent all-purpose basis.

- (b) The Employer will offer to all eligible employees the option of having their superannuation contributions made to an approved and eligible Industry Superannuation Fund of their choice.
- (c) Where the employee does not nominate a superannuation fund, the default fund shall be HESTA.
- (d) The Employer will become a participating employer of HESTA and any other approved and eligible Industry Superannuation Fund ("the Fund") that an employee nominates and will participate in accordance with the Fund's Trust Deed.



- (e) The Employer will contribute to the Fund, on behalf of each worker, the minimum contribution calculated in accordance with the *Superannuation Guarantee (Administration) Act 1992* or as amended, of ordinary time earnings.
- (f) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including all allowances and loadings, including those applying to shiftwork, casual work, weekend and holiday work, tools and travel.
- (g) Contributions will be forwarded to the Fund each month by the Employer.
- (h) Contributions to the fund will continue to be paid while the employee is absent on paid leave or while the employee is receiving Workers' Compensation make-up payments.
- (i) Where an employee wishes to make voluntary contributions to the Fund, the employee may authorise the Employer to deduct from the employee's wages an amount specified by the employee. Contributions deducted under this provision will be forwarded to the Fund by the Employer each month.
- (j) An employee may make an agreement with the Employer for salary sacrifice.
- (k) The employee must specify an amount as a percentage of ordinary time earnings as defined in sub-clause (f) above by which his or her salary is to be reduced ("the salary sacrifice").
- (l) The salary sacrifice will be deducted from the employee's salary and contributed by the Employer to the Fund each month.
- (m) The Employer will continue to calculate the contributions required by sub-clause (e) above and/or the *Superannuation Guarantee (Administration) Act 1992* as amended on the basis of the employee's ordinary time earnings before the salary sacrifice is deducted.
- (n) Salary sacrifice deductions will be made during a period of paid leave and the employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.
- (o) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- (p) The employee may revoke the salary sacrifice agreement or alter the amount to be deducted at any time.

46. Shiftwork Roster Arrangements

- (a) Content of Roster for Shiftwork Employees

A roster must be documented setting out clearly:

- the names of the employees required to work in accordance with the shiftwork arrangements of this Agreement;
- the days, dates and hours during which each employee is required to attend for duty.

A roster must:

- (i) not require an employee to:



- Work in excess of eight hours per day (unless agreement is reached between the Employer and an employee as provided for by this Agreement); or
 - Start a shift unless there is a break of at least nine hours from her/his previous shift except if agreed between the Employer and the employee.
- (ii) provide for not more than eight days to be worked in any nine consecutive days;
- (iii) not be changed until after four weeks' notice or in the case of an individual employee shall not be changed except on one weeks' notice of such change or the payment of two weeks' pay in lieu of notice in either case, in accordance with the employees previous roster;
- (iv) provide for a minimum of two consecutive days off each week. (Alternative arrangements may be made by mutual agreement between the Employer and the employee(s) concerned.
- (v) clearly stipulate a 28-day accounting period, which must include:
- an accrued day off (if applicable); and
 - eight rostered days off.

Staff engaged to provide relief on accrued days off, while engaged in such capacity, must be regarded as shiftwork employees for all purposes of the Agreement (except additional annual leave). Rosters covering such relief employees are not required to rotate.

(b) Penalty for Changing an Employee's Rostered Shifts

An individual employee's rostered shifts must not be changed except:

- on one weeks' notice of such change; or
- on the payment of two weeks' pay in lieu of notice. The payment must be in accordance with the employee's previous roster.

(c) Shift Penalties

Shiftwork employees are paid a penalty loading if they perform their ordinary hours outside the span of hours as set for day work employees. These are known as shift penalties. The amount varies for when the work is performed. The table below sets out the shift penalties:

When the Work is Performed	Applicable Shift Penalty
<u>Monday to Friday</u>	
Afternoon shift	A loading of 15% of the ordinary hourly rate for all hours worked on the afternoon shift.
Night shift	A loading of 15% of the ordinary hourly rate for all hours worked on the night shift.
<u>Saturday</u>	
Working ordinary hours, the major portion of which falls on a Saturday.	1.5 times the ordinary hourly rate for all hours worked on the shift.
<u>Sunday</u>	
Working ordinary hours, the major portion of which falls on a Sunday.	2 times the ordinary hourly rate for all hours worked on the shift.



When work commences between 11.00pm and midnight on:

- a Sunday and extending into the Monday employees will not be entitled to a Sunday rate for the shift; and
- a Saturday and extending into the Sunday will be paid at the Sunday rate for the shift.
- a Friday and extending into the Saturday will be paid at the Saturday rate for the shift.

(d) Broken Shift

A shiftwork employee must work their eight-hour day continuously. However, in an emergency situation the continuous hours may be broken by mutual agreement between the Employer and the employee. All work performed in excess of a spread of nine hours must be paid at the rate of double time.

(e) Roster Changes

Changes to rosters may occur by mutual agreement between the Employer and employee/s without the giving of the minimum notice periods in the Agreement.

Mutual agreement would include the employee/s being advised that they can refuse and that they may take independent advice if they wish to.

47. Supported Wage System

(a) Definitions

For the purposes of this clause:

(i) Accredited Assessor

Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

(ii) Assessment instrument

Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(iii) Disability Support Pension

Disability Support Pension means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided:

- under the *Social Security Act 1991*, as amended from time to time, or
- any successor to that scheme.

(iv) Supported Wage System

Supported Wage System means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability.



(b) Eligibility Criteria

The Employer may engage employees at a supported wage rate who:

- meet the impairment criteria for receipt of a Disability Support Pension; and
- are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged because of their disability.

(c) Workers Compensation Excluded

This clause does not apply to any existing employee who has a claim against the Employer which is:

- subject to the provisions of workers' compensation legislation; or
- any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

(d) Supported Employment Services Excluded

This clause does not apply to employers - in respect of their facility, programme, undertaking, service or the like - which:

- receives funding under the *Disability Services Act 1986* as amended; and
- fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension.

However, the clause does apply to an organisation which has received recognition under Section 10 or under Section 12A of the *Disability Services Act 1986* as amended. If a part only has received recognition, then this clause applies to that part.

(e) Supported Wage Rates

Employees to whom this section applies must be paid according to the schedule below. The relevant percentage is applied to the minimum rate of pay for the class of work, which the person is performing. However, no employee must be paid less than \$80.00 per week.

Assessed Capacity (see sub clause (f))	% of Relevant Agreement Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(f) Assessment of Capacity

The percentage of the Agreement rate to be paid to a supported wage employee under this Agreement is established by assessing the productive capacity of the employee. Assessments must



be made in accordance with the Supported Wage system and documented in an assessment instrument by either:

- (i) the Employer and a union party to the Agreement, in consultation with the employee or if desired by any of these:
- (ii) the Employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

(g) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause must be lodged by the Employer with the Fair Work Commission. This includes the appropriate percentage of the Agreement wage to be paid to the employee.
- (ii) All assessment instruments must be agreed and signed by the parties to the assessment.
- (iii) Where a union is party to the Agreement and is not a party to the assessment:
 - the assessment instrument must be referred by the Fair Work Commission to the union by certified mail;
 - The assessment instrument will take effect unless an objection is notified by the union to the Fair Work Commission within 10 working days.

(h) Review of Assessment

The assessment of the applicable percentage must be reviewed:

- annually; or
- earlier on the basis of a reasonable request for such a review.

The process of review shall be in accordance with the procedures for assessing capacity under this clause.

(i) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage applies to the wage rate only. Employees covered by the supported wage provisions of this section are entitled to the same terms and conditions of employment as all other workers covered by this Agreement who are paid on a pro rata basis.

(j) Workplace Adjustment

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

(k) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period. The trial period must not exceed 12 weeks. In some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During the trial period:



- the assessment of capacity must be undertaken; and
 - the proposed wage rate for a continuing employment relationship must be determined in accordance with the procedures in this clause.
- (iii) The employee must not be paid:
- less than \$64.00 during the trial; or
 - such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Following the completion of the trial period the Employer and employee may wish to establish a continuing employment relationship. When this happens a further contract of employment must be entered into based on the outcome of the assessment of capacity.

48. Training

- (a) Employees required to attend compulsory training shall be paid for the period of training. That is, there shall be no minimum period of payment for training periods. In the case of an employee that is required by the Employer to attend compulsory training on a day that they are not rostered to work, a minimum of one (1) hour (or payment) shall apply. In this situation, the minimum engagement periods as provided for under this Agreement shall not apply.
- (b) Union delegates or elected workplace representatives upon application in writing and approval by the Employer shall be granted up to five (5) days unpaid leave each calendar year, in accordance with the following:
- (i) This leave is non-cumulative and is applicable for the purpose of attending courses that are designed to provide skills and competencies that will assist the delegate in their role.
 - (ii) The application to the Employer must be in writing at least 14 days prior to the proposed training and must include the nature, content and duration of the course to be attended.
 - (iii) The granting of leave pursuant to this sub-clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave.
 - (iv) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the relevant union.

49. Uniforms

- (a) The Employer shall provide uniforms to all employees who are required by the Employer to wear a uniform on commencement of employment. Uniform items shall be replaced after fair wear and tear, not less than twelve (12) months from issue. Uniforms are to be worn correctly at all times.
- (b) The uniform items supplied by the Employer will be dependent on the fortnightly rostered hours of each employee, as listed below:

1-37 hours and all casual employees = 2 tops / 1 bottom
38-52 hours = 3 tops / 2 bottoms
53-76 hours = 4 tops / 2 bottoms



- (c) All uniform items supplied and paid for by the Employer remain the property of the Employer and must be returned to the Employer upon termination of employment. If items are not returned by an employee on termination of employment, the employee shall be required to pay to the Employer an amount not exceeding the cost price of the items of clothing in the possession of the employee. Payment shall be made either by written agreement from the employee authorising the Employer to withhold from any monies due to the employee on termination of employment, the amount owing to the Employer, otherwise the employee shall be invoiced for the same amount.
- (d) Additional items may be purchased from the Employer at cost price. Payment for additional items will be at the cost of the employee.

50. Vaccination

- (a) The Employer shall provide all employees with access to Influenza vaccination, which shall be paid for by the Employer. Employees shall be offered Influenza vaccination each 12 month period. Individual employees are required to nominate their interest prior to the vaccination being ordered for that individual employee. Employees shall be advised of the venue, date and time to receive the vaccination prior to nominating their interest, in which the employee must be readily available.
- (b) The Employer shall provide access to Hepatitis A and Hepatitis B vaccination, which shall be paid for by the Employer. This shall be provided to an employee with direct patient care on written application of the employee to the Employer, and shall be provided on a one-off basis only.
- (c) If an employee has nominated their interest to receive a vaccination offered by the Employer and that vaccination has been ordered and is not used, then the employee shall be required to pay to the Employer an amount not exceeding the cost price of the vaccination which was ordered for that employee. Payment shall be made either by written agreement from the employee authorising the Employer to withhold the amount owing to the Employer from the employee's pay, otherwise the employee shall be invoiced for the same amount.

51. Workload

- (a) The purpose of this clause is to ensure the delivery of safe quality care to residents while providing reasonable employee workloads.
- (b) The Employer is committed to ensuring that staffing levels are appropriate to deliver the level of care required by the accreditation principles.
- (c) The Employer will ensure that managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (d) Where an employee or employees feel that workloads are too high on a consistent basis then the following procedures shall apply:
 - (i) In the first instance, an employee or employees should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (ii) If a solution cannot be identified and implemented, the matter should be formally raised with the General Manager in writing. The matter may also be discussed at the next staff unit meeting where consultation regarding the issue shall occur, and be documented in the meeting minutes.



- (iii) If a solution still cannot be identified and implemented, the matter should be referred to the People and Culture Manager for further discussion.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing.
- (e) Consideration will be given to the following when measuring workloads:
- (i) Whether staff are able to take their entitled breaks on time;
 - (ii) Whether workloads are sufficient to ensure safety and quality of resident care; and
 - (iii) Acuity of residents.



52. Signatories

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its nominal duration.

This Agreement is signed for and on behalf of the parties:

Jason Binder
Managing Director
Respect Group Limited


Date 03/11/20

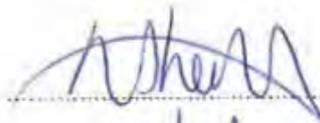
Witnessed by (signature)



Witness name in full (printed)

Teri Rundle

Emily Shepherd
Branch Secretary
Australian Nursing & Midwifery Federation,
Tasmanian Branch


Date 04/11/2020

Witnessed by (signature)


Simone Reid

Witness name in full (printed)

State
Tim Jacobson
Secretary
Health Services Union, Tasmania Branch


Date 03/11/20

Witnessed by (signature)


James EDDINGTON

Witness name in full (printed)



SCHEDULE A: Ordinary Rates of Pay

Non-Nursing Employees

Agreement Classification	Nursing Homes Award (Tasmania) Classification	FFPP on or after approval of the Agreement 2.75%	FFPP on or after 1 July 2021 2.75%	FFPP on or after 1 July 2022 2.75%
Aged Care Employee Level 1	Services Grade 1	\$831.65	\$854.52	\$878.02
	Administration Entry	\$858.73	\$882.35	\$906.61
Aged Care Employee Level 2	PCA Grade 1	\$843.18	\$866.36	\$890.19
	Services Grade 2	\$855.22	\$878.74	\$902.90
Aged Care Employee Level 3	PCA Grade 2	\$879.69	\$903.89	\$928.74
	Services Grade 3	\$893.53	\$918.11	\$943.35
	Administration 1A	\$883.26	\$907.55	\$932.51
	Administration 1B	\$901.57	\$926.36	\$951.84
	Administration 2A	\$912.48	\$937.57	\$963.36
	Administration 2B	\$930.32	\$955.90	\$982.19
	Administration 3A	\$952.32	\$978.51	\$1,005.42
	Administration 3B	\$966.93	\$993.52	\$1,020.84
Aged Care Employee Level 4	PCA Grade 3	\$901.57	\$926.36	\$951.84
	Services Grade 4	\$931.12	\$956.73	\$983.04
	Administration 4	\$988.77	\$1,015.96	\$1,043.90
	Administration 5	\$1,022.02	\$1,050.13	\$1,079.01
	Administration 6	\$1,058.62	\$1,087.74	\$1,117.65
Aged Care Employee Level 5	PCA Grade 4	\$919.86	\$945.16	\$971.15
	Services Grade 5	\$988.77	\$1,015.96	\$1,043.90
Aged Care Employee Level 6	Services Grade 6	\$1,022.02	\$1,050.13	\$1,079.01
Aged Care Employee Level 7	PCA Grade 5	\$983.39	\$1,010.43	\$1,038.22
	Services Grade 7	\$1,058.62	\$1,087.74	\$1,117.65
	Services Grade 8	\$1,095.09	\$1,125.20	\$1,156.15
	Administration 7	\$1,131.54	\$1,162.66	\$1,194.64



Nursing Employees

Agreement Classification	FFPP on or after approval of the Agreement 2.75%	FFPP on or after 1 July 2021 2.75%	FFPP on or after 1 July 2022 2.75%
ENROLLED NURSE			
Year 1	\$1,202.68	\$1,235.75	\$1,269.74
Year 2 & thereafter	\$1,225.86	\$1,259.57	\$1,294.21
REGISTERED NURSE			
Level 1 (RN1)			
Year 1	\$1,196.63	\$1,229.53	\$1,263.35
Year 2	\$1,254.54	\$1,289.04	\$1,324.48
Year 3	\$1,312.39	\$1,348.49	\$1,385.57
Year 4	\$1,370.57	\$1,408.26	\$1,446.99
Year 5	\$1,428.13	\$1,467.41	\$1,507.76
Year 6	\$1,486.04	\$1,526.91	\$1,568.90
Year 7	\$1,543.87	\$1,586.33	\$1,629.95
Year 8 & thereafter	\$1,601.75	\$1,645.80	\$1,691.06
Level 2 (RN2)			
Year 1	\$1,659.61	\$1,705.25	\$1,752.14
Year 2	\$1,698.20	\$1,744.90	\$1,792.89
Year 3	\$1,736.75	\$1,784.51	\$1,833.59
Year 4 & thereafter	\$1,775.38	\$1,824.20	\$1,874.36
Level 3 (RN3)			
Year 1	\$1,847.73	\$1,898.55	\$1,950.76
Year 2	\$1,891.11	\$1,943.12	\$1,996.56
Year 3	\$1,934.53	\$1,987.73	\$2,042.39
Year 4 & thereafter	\$1,977.94	\$2,032.33	\$2,088.22
Level 4 (RN4)	PLEASE NOTE remuneration for a Registered Nurse Level 4, Registered Nurse Level 5 and Nurse Practitioner are negotiated on an individual basis. PROVIDED that the employee's agreed salary package shall exceed the minimum amount as provided for a Registered Nurse Level 3 (RN3) Year 4 & thereafter.		
Level 5 (RN5)			
NURSE PRACTITIONER			

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2020/3429

Applicant: Respect Group Limited

UNDERTAKING

Respect Group Limited, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the *Respect Group Limited Enterprise Agreement 2020 (Agreement)*:

1. Casual Overtime Reconciliation:
 - a) If a Casual Employee (other than a Nursing Employee) works overtime in any calendar month, the Employer will undertake a reconciliation to determine whether for work performed under the Agreement in the calendar month the Employee's total remuneration is less than what the Employee would have received under the *Aged Care Industry Award 2010 (Award)*.
 - b) Where the reconciliation establishes that an Employee has been paid less under the Agreement than the Employee would have been paid for performing the same work during the same hours under the Award in that calendar month, the Employee will be reimbursed for the difference between the amount paid under the Award and the amount paid under the Agreement.
 - c) The payment under (b) will be made in the first full pay period after the calendar month in which the public holiday was worked.
2. Casual Public Holiday Reconciliation:
 - a) If a Casual Employee (other than a Nursing Employee) works on one or more public holidays in any calendar month, the Employer will undertake a reconciliation to determine whether for work performed under the Agreement in the calendar month the Employee's total remuneration is less than what the Employee would have received under the *Aged Care Industry Award 2010 (Award)*.
 - b) Where the reconciliation establishes that an Employee has been paid less under the Agreement than the Employee would have been paid for performing the same work during the same hours under the Award in that calendar month, the Employee will be reimbursed for the difference between the amount paid under the Award and the amount paid under the Agreement.
 - c) The payment under (b) will be made in the first full pay period after the

calendar month in which the public holiday was worked.

SIGNED on behalf of and with the authority of

Respect Group Limited

Authorised signature



Name

Nick Adams

Position

People and Culture Manager

Address

320 Westbury Road, Prospect Vale 7250

Date

21 December 2020