



# DECISION

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

**Presbyterian Care Tasmania Incorporated**  
(AG2013/9395)

## **PRESBYTERIAN CARE GENERAL STAFF AND UNIONS COLLECTIVE AGREEMENT 2013**

Tasmania

COMMISSIONER LEE

MELBOURNE, 5 DECEMBER 2013

*Application for approval of the Presbyterian Care General Staff and Unions Collective Agreement 2013.*

[1] An application has been made for approval of a single-enterprise agreement known as the *Presbyterian Care General Staff and Unions Collective Agreement 2013* (the Agreement). The application was made by Presbyterian Care Tasmania Incorporated (the Applicant) pursuant to s.185 of the *Fair Work Act 2009* (the Act).

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

[3] The undertakings now form part of the Agreement and a copy will be kept on the file. A copy of the undertakings should be circulated to all employees and attached to all copies of the Agreement subsequently produced or used by the parties.

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

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 December 2013. The nominal expiry date of the Agreement is 1 July 2014.



COMMISSIONER

Annexure A:



**PRESBYTERIAN CARE TASMANIA INCORPORATED. ABN: 36 429 960 466**

**Commissioner Lee  
Fair Work Australia  
GPO Box 1994, Melbourne  
VICTORIA 3001**

Dear Commissioner Lee,

**RE: Matter Number: AG2013/9395**

**Section 190 of the Fair Work Act 2009-Undertaking for the  
Presbyterian Care Tasmania Incorporated General Staff Enterprise Agreement  
2013**

In the interest of meeting the requirements under Division 4 –Approval of Enterprise Agreements, specifically;

sections 186 (2) (c) the terms of the agreement do not contravene section 55 (which deals with the interaction between the National Employment Standards and enterprise agreements etc.); and

(d) the agreement passes the better off overall test

The employer offers the below listed undertakings.

The existing clauses of the **Presbyterian Care Tasmania Incorporated General Staff Enterprise Agreement 2013** are amended with the wording represented in the following undertakings respectively.

**Undertaking 1**

Clause 8 –Consultation regarding major workplace change

Presbyterian Care Tasmania Incorporated undertakes that under clause 8 of the Agreement, the employer shall recognise the chosen representative of an employee for the purpose of that clause.

**Undertaking 2**

Relace 10. **Employment Categories –PART TIME EMPLOYEEES** with the following:

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (c) Any agreed variation to the hours of work will be in writing.
- (d) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.
- (f) Review of Part-time Hours: At the request of a part time employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their agreed hours to be worked then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - i. if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - ii. if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (g) Any adjusted guaranteed agreed hours to be worked resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (h) Permanent part-time employees will receive a minimum payment of two hours for each engagement.

**Undertaking 3**

Relace 22.2. **Part Time day workers** with the following:

In addition to the overtime payments for full time day workers, part time day workers will receive overtime payments for all work

- In excess of 76 hours per fortnight; or
- In excess of their rostered hours on any one day [unless an agreement has been entered into under clause 10(c)]

Overtime will be paid at the rate of time and one half for the first two hours and double time thereafter except that on Saturdays and Sundays such overtime will be paid at the rate of double time and on public Holidays at the rate of double time and a half.

**Undertaking 4**

Relace 22.4. **Part Time shiftworkers** with the following:

Part time shiftworkers will receive overtime payment for all hours in excess of 76 per fortnight, 8 hours per day unless agreement to extend to 10 hours applies, or those hours worked over and above rostered hours unless an agreement is varied pursuant to subclause 10(c), all of which will be paid at the rate of double time.

**Undertaking 5**

Relace 22.5 **Casual Employees** with the following:

Casual employees are paid at the following rates for overtime work performed in the following circumstances, for all hours worked:

- In excess of 8 hours per day;
- In excess of 38 per week;

at the rate of 225%.

The overtime penalty rate is inclusive of the casual loading prescribed in this agreement.

AND

Clause 22. **Overtime** is amended and replaced with the following:

The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer. Overtime rates of pay are in substitution of other penalty rates, loadings (except casual loadings as indicated in this agreement) and shift allowances.

**Undertaking 6**

Relace 30. **Public Holidays clause (c)** with the following:

(c) Where an employee who is entitled to a holiday with pay and is required to work on any of the public holidays identified in (a), either for part or the whole day they will be paid as follows;

- (i) In the case of a day worker double time and one half (2 ½)
- (ii) In the case of a shiftworker double time and one half (2 ½), however this rate is in substitution for and not in addition to any shift loading payable.
- (iii) Casual employees will be paid the applicable classification rate by 235% for all work on a public holiday. This rate is inclusive of and not additional to any casual loading rate that would normally apply.

**Undertaking 7**

Replace 31. **Personal/carer's leave clauses (b) conditions and (c) Unpaid leave and (d) Casual Employees** with the following:

(b) Conditions

- (i) The employer is not required to pay personal/carer's leave entitlements for any period during which the employee is absent from work because of a personal illness or injury for which the employee receives workers compensation payments.
- (ii) Employees should notify the employer by telephone or arrange for the employer to be notified as soon as is practical of their inability to attend for work and the expected length of their absence. Wherever practicable, such notification should be provided before the commencement of their shift so as to enable the employer to make alternative staffing arrangements.
- (iii) An employee will prove to the satisfaction of a reasonable person that they were unable, on account of such illness or injury, to attend for duty on that day or days on which leave is claimed. A medical certificate from a registered health practitioner or a statutory declaration will be acceptable evidence. Employees are able to access 5 single days per fiscal year without Certification or Statuary declaration, which may include 2 consecutive days.

(c) Unpaid Leave

- (i) An additional two (2) days of unpaid carer's leave is available as per the NES, for permanent employees who have used up their personal leave entitlement.
- (ii) Unpaid carer's leave can be taken in a single unbroken period of 2 days or, if the employer and employee can't agree, in separate periods, for example 4 half-days. However, unpaid leave will be conditional on an employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.
- (iii) A period of unpaid carer's leave does not break an employee's continuity of service. However it does not count as service
- (iv) Additional unpaid leave may be available upon request and approval of the employer.

(d) Casual Employees

- (i) Subject to the evidentiary and notice requirements in subclauses (b)(ii) and (iii), casual employees, are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who require care or support because of personal illness or injury, or who require care or support due to an unexpected emergency, or the birth of a child.
- (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 two days per occasion. Casual employees are not entitled to any payment for the period of non-attendance.
- (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 an employer to engage or not to engage a casual employee are otherwise not affected.

**Undertaking 8**

Replace 25 **Call Back** with the following:

An employee recalled to work, after finishing the normal day's work or when called from "on call" is to be paid overtime for the hours actually worked. Time reasonably spent travelling to and from work is to be considered as time worked, in call out situations only. Although the employee will be paid for all hours worked at applicable overtime rates, a minimum payment of 4 hours over time will be paid in each 24 hour call out period (each day) regardless of the time spent working as a result of call out.

These undertakings supplied shall be of effect while the Agreement is in force.

Signed:  .....

(for and on behalf of PRESBYTERIAN CARE TASMANIA INCORPORATED by its authorised representative)

Date: .....

2 / 12 / 2013

Name in full (printed): .....

John Brocks

Position: .....

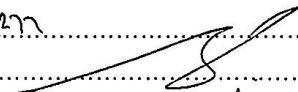
Chief Executive Officer

Employer's Address: .....

1-9 Freshwater Point Rd

Legana 7277

Witnessed by (signature): .....



Witness name in full (printed): .....

LARA MARIA ALEXANDER

Witness address: .....

1-9 FRESHWATER POINT RD

LEGANA TAS 7277



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



**PRESBYTERIAN CARE  
TASMANIA**



**Presbyterian Care Tasmania Incorporated  
General Staff Enterprise Agreement 2013**

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## **Part 1—Application and Operation**

### **1. Title**

This Agreement shall be referred to as the Presbyterian Care General Staff and Unions Collective Agreement 2013.

### **2. Commencement and Period of Operation**

This agreement will become operational on the seventh day after the date specified on the notice from Fair Work Australia.

The Agreement shall remain in force until the nominal expiry date of 1 July 2014, 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 (the Act)

### **3. Complete conditions of Employment**

Other than individual flexibility arrangements reached in accordance with the Flexibility clause of this EA, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

### **4. Scope of the Agreement**

This agreement shall apply to Presbyterian Care Tasmania Incorporated (ABN: 36 429 960 466) in respect of the employment by the employer of all employees for whom classifications appear in this agreement, and shall intentionally exclude Registered and Enrolled Nurses.

### **5. Relationship to the National Employment Standards**

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

## 6. Purpose of the Agreement

The purpose of the agreement is to achieve a stable industrial relations framework at Presbyterian Care Tasmania Incorporated in order to assist individuals to improve their efficiency, quality of services and business performance.

The agreement seeks to create an environment whereby there can be further investment in the future growth and development of aged care services, a critical factor in ensuring medium to long term viability.

The Agreement aims at continually improving communication and cooperation at the workplace level between management, staff and Unions. The Agreement recognises the important contribution of all aged care staff and their Union in ensuring the organisation's future.

### **Presbyterian Care Tasmania Incorporated's Vision**

#### **Our Vision**

*Excellence and leadership in the provision of aged, community and disability services*

#### **Our Mission**

*Enriching the lives of others*

## 7. Agreement flexibility

The employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) The purchase of 1 (one) additional week of Annual Leave in addition to an employee's current leave entitlement specified in this agreement.
- (b) The taking of annual leave as single days in excess of 5 per year, up to 10 per year.
- (c) The employer may agree to a request, provided the employee and the employer genuinely agree to the arrangement, and the employee is better off overall.

The employer must 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:
  - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (2) how the arrangement will vary the effect of the terms; and
  - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) 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.
- (f) The Employer is responsible for ensuring that all of the requirements of subclause (c) of this Clause are met.
- (g) The Employer must provide copies of all flexibility arrangements made under this Clause to the Union, upon request.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

- (a) If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision.
- (b) As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (c) For the purposes of the discussion the employer will provide the union and relevant employees in writing:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and

- (iii) any other matters likely to affect the employees.
  
- (d) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (e) As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- (f) The Employer must act in good faith in relation to the consultation process provided in this clause.
- (g) While the process described in this clause is underway, the parties will respect the status quo.
- (h) In this clause:

**'Good faith'** includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

**"A major change is likely to have a significant effect on employees"** if it results in:

- the termination of the employment of employees; or
- major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs; or
- changes to the legal or operational structure of the employer or business.

## 9. **Dispute resolution**

- (a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4)) or a workplace right as defined in the Fair Work Act 2009 subsection 341(1), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If the matter arising under this agreement, or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under (a) have been taken, a party to the

dispute may refer the dispute to Fair Work Australia. The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

- (c) Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute including mediation, conciliation or arbitration.
- (d) An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (e) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (f) While the dispute is being resolved, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Employment categories**

#### **FULL-TIME EMPLOYEES**

A full-time employee is one who is engaged to work an average of 38 ordinary hours per week, in accordance with the ORDINARY HOURS clause of this agreement.

#### **PART TIME EMPLOYEES**

- (a) A part-time employee is an employee who is engaged to work less than full-time hours per week and has reasonably predictable hours of work each week.
- (b) Before commencing employment, the employer and employee will agree in writing on a minimum number of hours of work and the rostering arrangements which will apply to those hours.



- (c) Reasonable additional hours may be worked in accordance with the ORDINARY HOURS and OVERTIME clauses of this agreement.
- (d) A part-time employee may agree, by genuine mutual consent, to alter their hours as described in subclause (a).
- (e) Any change to rostered hours including those above the guaranteed minimum to a maximum of 76 hours per fortnight that are paid at ordinary time must be agreed to be worked by the employee and must not be a directive of the employer. Any hours over rostered hours directed by the employer will be paid as overtime and the employee should indicate such on their time sheet unless the employee agrees to alter their hours pursuant to subclause (d) above.
- (f) **Review of Part-time Hours:** At the request of a part time employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their guaranteed minimum number of hours then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - i. if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - ii. if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (g) Any adjusted guaranteed minimum number of hours resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (h) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are an average of 38.
- (i) Payment in respect of personal/carer's leave (where an employee has an accumulated entitlement) for a part-time employee will be on a pro rata basis made according to the

number of hours the employee would have worked on the day or days on which the leave was taken.

- (j) Part-time employees will receive a minimum payment of two hours for each engagement.

#### CASUAL EMPLOYEES

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including an average of 38 ordinary hours per week. The work pattern will be irregular and unpredictable except in the case where the casual employee is replacing another employee on leave.
- (b) A casual employee will be paid per ordinary hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% will be paid instead of the paid leave entitlements accrued by full-time and part-time employees.
- (c) Loading is in lieu of and is in compensation for paid leave (annual, personal, compassionate/bereavement). The 25% loading will apply from the first full pay period on or after the commencement of this agreement.
- (d) Casuals will receive the applicable penalties in addition to the casual loading for ordinary time hours however overtime penalties will be in substitution of the casual loading and not cumulative. Where casual loading is in addition to penalty rates (ordinary time penalty) then the penalty is added to casual loading and then multiplied to the applicable base rate of pay for the appropriate classification rate of a full time hourly rate. The penalty rate is not compounded to the base rate and casual loading figure.  
  
EG: Penalty rate 15% plus casual loading 25% equals 40% to be added to the applicable base fulltime hourly rate.
- (e) The minimum engagement for a casual employee is two hours.
- (f) Casual Conversion

1. 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:
  - i. on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
  - ii. 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.
2. The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
3. Casual conversion will not apply or be considered, where a casual has covered absences of permanent staff that are expected to return to work.

## **11. Contract of employment**

- (a) All employees not employed as a casual employee will be employed by the fortnight.
- (b) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (c) Employment shall be terminated by the period of notice in the below table which is in line with the Fair Work Act 2009. This shall not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages shall be paid up to the time of dismissal only.
- (d) An employee (other than a casual employee), is entitled to be paid, including any overtime and other penalty rates, if:
  - (i) as a result of an action by the employer, the employee does not work for the maximum number of ordinary working hours specified in this Agreement (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and
  - (ii) the employee is ready and willing to work during those ordinary working hours.
- (e) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure in this Agreement.

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This clause does not allow the employer to pay an employee at a rate lower than their classification for performing work of a lower classification nor does it prevent the employee receiving any entitlement for performing work at a higher classification.

(f) Employer Giving Notice

The employer may terminate an employee's employment by the giving of notice in accordance with the following table:

Employee's period of continuous service with the employer	Period of notice
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(i) The required period of notice is to be increased by one week if the employee:

- (1) is over 45 years old; and
- (2) has completed at least 2 years of continuous service with the employer.

(ii) The employer may pay out an employee's notice period in lieu of the employee actually working it. The payment in lieu is to equal the wages the employee would have earned during the notice period up until the actual date of termination.

(g) Employee Giving Notice

(i) The notice of termination required to be given by an employee is two weeks.

(ii) If an employee fails to give two weeks notice, or there is no mutual agreement between employer and employee to reduce the notice period, the employer may withhold monies due to the employee to a maximum amount equal to the amount the employee would have received, which shall be forfeited by the employee, provided any withholding of monies or deduction of monies from an employee's pay may only be made with the employee's authorization..

(g) Casual Employees

- (i) Irregular casual employment may be terminated by the employer or employee with the provision of two (2) hours' notice.
- (ii) Regular casuals, employed for a continuous period greater than six months will have the same termination rights as permanent employees.

## REDUNDANCY PROVISIONS

### (a) Requirement to Consult

For the purpose of this clause redundancy includes a situation where the employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees, or to decrease an employee's ordinary hours of work thus causing a reduction to the employee's income.

Where the employer believes that it may be necessary to implement a redundancy, the employer is to immediately notify the affected employee(s) and commence a process of consultation.

### (b) Redeployment and Retraining

If a redundancy is likely to occur –

- (i) the employer will actively explore all internal redeployment opportunities for employees surplus to requirements;
- (ii) employees seeking redeployment may be retrained for other, available positions on condition that the employees concerned can demonstrate that they possess the necessary capacity for those positions;

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- (iii) if the employer deems it necessary for an employee to undergo re-training in order for the employee to perform the duties of the position to which the employee is being redeployed, the employer is to provide such training, at no cost to the employee who is entitled to undertake the training during working hours;
- (iv) all reasonable attempts will be made to ensure that an employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

(c) Notice of Redundancy

The employer is to provide as much notice as is reasonably practicable of an intended redundancy.

The minimum period of notice to be given to an employee affected by a redundancy is –

<b>Employee's period of continuous service</b>	<b>Period of Notice</b>
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 minimum period of notice is to be increased by one week if an employee is over forty-five years of age at the time of termination of employment and has completed two or more years of continuous service with the employer.

(d) Voluntary Redundancy

- (i) Before a redundancy is effected, the employer is in the first instance to seek expressions of interest in a voluntary redundancy package from all employees.

PROVIDED THAT the employer is only required to seek such expressions of interest from employees employed at the same classification level and at the same worksite in which the redundancy is being effected.

- (ii) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility.
  - (iii) Wherever reasonably practicable involuntary redundancies will only be effected if there are no, or insufficient, volunteers for a voluntary redundancy package after expressions of interest have been sought and assessed from existing employees in accordance with sub clauses (i) and (ii).
  - (iv) The employer is to consult with the affected employee(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.
- (f) Redundancy Package

Where retraining and redeployment opportunities are not available, the redundancy package to be paid to redundant employees is –

- (i) Voluntary Redundancies
  - (1) notice as specified in this clause, or payment in lieu of that notice; and
  - (2) two weeks pay for each completed year of service and pro rata for an uncompleted year; and
  - (3) payment for all accrued annual leave including leave loading.

(ii) Involuntary Redundancies

- (1) notice as specified in this clause, or payment in lieu of that notice; and;
- (2) two weeks pay for each completed year of service and pro rata for an uncompleted year; and
- (3) payment for all accrued annual leave including leave loading; and
- (4) payment of pro rata long service leave for employees with more than five years continuous service.

**PROVIDED THAT** where the employer facilitates acceptable alternative employment for a redundant employee, including the transfer of all entitlements, the provisions of this clause shall not apply.

Acceptable alternative employment will be deemed to be where the employee has gained employment in a position which reflects the skills of that employee and which provides the same financial and employment benefits, including security of employment, as the position from which the employee was made redundant

(g) Partial Redundancy Package for Changed Or Decreased Hours

Where an employee is not offered similar hours or hours are altered, other than by a normal change of roster in accordance with this Agreement, and this causes a loss of income to the employee, the employer is to pay a partial redundancy package calculated as –



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partial redundancy payment = existing weekly rate, minus new weekly rate, multiplied by 2, multiplied by years of service, plus pro rata for any uncompleted year of continuous service.

(h) Definition

For the purposes of this clause a weeks pay means the relevant rate, and any loadings and all-purpose on going allowances to which the employee is normally entitled.

(i) Paid Time off to Seek Alternative Employment

Employees who are made involuntarily redundant are to be given assistance by the employer in seeking suitable alternative employment, including being granted paid time off to look for work and to arrange training or re-training.

(j) Financial Counselling

The employer will pay for up to two sessions of financial counselling, from a financial adviser agreed to by the employer and the employee, for employees who are offered a redundancy, or who express an interest in redundancy.

(k) Details of Redundancy Package to be Provided

The employer will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an employee.

(l) Notifying Redundant Employees of New Vacancies

In the event that a position becomes available in the employer's establishment, the employer is to take reasonable steps to notify employees made redundant by the

employer of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

## **Part 4—Minimum Wages and Related Matters**

### **12. Classifications**

Classifications are outlined in Schedule A.

### **13. Allowances and Related Matters**

#### **I. UNIFORMS**

- (a) Employees, other than Executive Staff, will be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms or by mutual agreement be paid an allowance of \$7.50 per week including periods of approved paid leave.
  
- (b) An employee, on leaving employment, will return any uniform provided by the employer which is still in use by the employee immediately prior to leaving employment.

#### **II. PROTECTIVE CLOTHING**

- (a) The employer will provide where necessary, suitable protective clothing for the employees. An employee, who is supplied with protective clothing, will wear the clothing for the purpose for which it is supplied.
  
- (b) The employer will maintain full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the employee's duties.

- (c) The employer will compensate an employee where, in the course of the work, an employee's clothing is damaged, destroyed by fire or by the use of corrosive substances.

### **III. FOUL AND NAUSEOUS LINEN**

Employees working in a laundry who are required to handle unusually foul or nauseous linen as defined by the employer or an employee nominated by the employer will be paid an allowance of \$12.00 week.

Part-time employees and casual employees who are eligible for the allowance will be paid the relevant hourly rate for each hour they work.

### **IV. LICENCE ALLOWANCE**

An employee directed by the employer to drive vehicles supplied by the employer as part of their employment, shall upon presentation of his/her current licence to the employer, be reimbursed the cost of the annual licence fee.

### **V. FIRST AID**

Employees required as part of their employment to have a current First Aide Certificate will be provided with paid time to attend an appropriate training course. All other costs associated with attending a first aid course including periodic training to maintain the first aide certificate will be paid for by the employer.

Employees required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer, will receive a weekly allowance of \$10.40.

### **VI. INDUCTION ORIENTATION**

Employees directed or allocated to providing training on identified induction/orientation shifts for new staff will be eligible for a payment of \$2 per hour in addition to their base rate of pay for time spent training on such shifts. Induction shifts will normally be limited to 2 shifts, however at the discretion of management a further shift or shifts may be authorised for the induction allowance to apply.

## **VII. TRAVEL**

Where an employee with approval from the employer uses their own motor vehicle in connection with the business of the employer, they are to be paid an allowance on a per kilometre travelled basis of \$0.75 per kilometre.

Travel to and from home to work is not considered using a vehicle in connection with the business of the employer.

In addition to the per kilometre travel allowance, employees are to be reimbursed for all reasonable travel costs associated with work related travel authorised by the employer. The employer and the employee will agree prior to travel, the amount that is reasonable in respect of travel costs relating to fares, meals and accommodation.

All such costs must be approved by the employer prior to the expense being incurred.

## **VIII. PART-TIME AND CASUALS**

All weekly based allowance amounts will be paid pro-rata to part-time and casual employees for the number of ordinary hours worked in the week the allowance was applicable, on the basis that the ordinary weekly hours of work for full-time employees are 38.

## **IX. ALLOWANCE INCREASES**

All allowances in this agreement will increase at the same time and at the same percentage as agreed for wages increases. There is no obligation on the employer to back pay allowances to October 1<sup>st</sup> 2012. Allowance increases will commence from the first full pay period on or after July 1<sup>st</sup> 2013.

## **X. POLICE CHECKS**

Presbyterian Care Tasmania Inc. will meet the recurrent costs for National Police checks as required by the Commonwealth under the *Aged Care Act 1997* (Cth) and subsequent amendments.

## XI. MEALS

Where an employee is required to work away from their usual work base (usual place of employment), and are away during meal times and no meal is supplied (arranged/paid for) by the employer, and the employee purchases a meal at a commercial outlet (receipt required), reasonable meal expenses will be reimbursed.

Where the employee does not purchase a meal at a commercial outlet then an allowance of \$3.00 will be paid in each case where the employee supplies their own meal.

### Home care employees

In the case of a Home Care employee who is accompanying a client on a social outing as stipulated in the client's care plan, and they purchase a meal from a commercial outlet then they will be paid a meal allowance as follows:

Lunch (midday meal)	\$9.00
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## 14. Wage Rates

During the nominal life of this agreement wage rates outlined in Schedule B will increase by the percentage amounts and at the times indicated below:

2%- Back dated to commence from October 1st 2012

3%- The first full pay period on or after July 1st 2013

### Beyond the Nominal Expiry of Agreement

In the circumstance that this Enterprise Agreement is not replaced prior to the implementation of the FWA Minimum Wage Panel's national wage decision applicable to July 2014 (and all subsequent decisions until the EA is replaced), the FWA decision (amount or percentage) will apply only, without any additional percentage or amount applied, provided this Enterprise Agreement is still operational by law.

## 15. Payment of wages

Wages will be paid fortnightly. Once a pay day is established, that pay day shall not be changed without consultation with employees and the giving of at least one month's notice.

Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.

**Pay Slips**

In addition to the requirements for details to be contained on a pay slip covered by the Fair Work Regulations, the employer agrees to include personal leave accrual amounts on employee pay slips for the life of this agreement.

Although all care will be taken to ensure that accrual amounts are accurate, errors that are displayed on a pay slip are subject to be rectified by the employer as soon as any discrepancy is identified.

**16. Home Care Employees (Specific Conditions)**

In addition to the other provisions of this Agreement the provisions of this clause shall apply to employees engaged in home care programs. For the purposes of this Agreement 'Home Care Program' means employees engaged to deliver care and related activities in client homes and community settings.

**16.1 Client Cancellation- CASUAL HOME CARE EMPLOYEES**

**(a) Single Client Engagement**

Where an employee arrives to deliver services to a single client (only one client scheduled for that day) and an unscheduled cancellation occurs, the employee will be paid for 2 hours, inclusive of travel time.

**(b) Multiple Client Engagement**

Where the employee has more than one client scheduled for the same day, any unscheduled cancellations will result in payment for the time scheduled to deliver the services plus travel time (excluding travel time for the first and last appointments), provided that a maximum payment of 2 hours per unscheduled cancellation is paid.

Unscheduled cancellation is one without notice prior to arrival of the employee, or notice given of less than 24 hours.

**16.2 Travel Allowance application HOME CARE EMPLOYEES**

- (a) Travel between clients, and travel associated with the servicing of a client, shall be deemed to be travel in the course of the employee's work and will be considered as time worked and will also attract the travelling allowance prescribed elsewhere in this Agreement.
- (b) However travel to the first client of the day and from the last client of the day, are not considered travel associated with servicing clients, and therefore not considered time worked and they do not attract travel allowance. This is to be consistent with all other employees of the employer that are expected to travel to and from work in their own time.
- (c) PROVIDED that if the distance between the employee's home and the first client or the distance between the last client and the employee's home is greater than the distance between the employees home and the Work Base, then the increased kilometre difference between the employees Work Base and the first or last client as the case maybe, will attract the travel allowance amount available under this agreement.

Example: Employee's home to Work Base is 15 km. Employee's home to first client is 25 km; then the 10 km increased difference attracts travel allowance.

For the purposes of this sub clause the Work Base shall be either:

Presbyterian Homes Norwood

8 Blenheim Street

Norwood Tasmania 7250

or

Presbyterian Homes Hobart

1 Acorn Drive

Warrane Tasmania 7018

or

Presbyterian Homes Legana

1-9 Freshwater Point Road

Legana Tasmania 7277

The employee's Work Base shall be determined at the commencement of employment with the employer or as agreed, reviewed only in the case of changed circumstances.

### **16.3 Vehicle Interior Cleaning HOME CARE EMPLOYEES**

The employer recognises that home carers should not be disadvantaged by having their personal vehicle soiled or made foul as the result of involuntary actions of a client of the employer, whilst transporting that client as part of a care plan activity.

- (a) Where as a result of a client's involuntary actions, primarily unintentional bodily functions, an employee's vehicle is soiled or made foul the employee is to file an incident report outlining the details.
- (b) The employee will provide to the employer all receipts showing the associated costs of cleaning the incident soiling.
- (c) The employer will then reimburse to the employee the receipted costs of cleaning the vehicle to a maximum value of \$250.
- (d) The reimbursement is to occur in the pay period immediately following provision of receipt(s). To avoid any doubt this clause is not intended to cover panel damages, windscreen chips/cracks or any other damage beyond interior vehicle cleaning.

### **17. Supported wage system**

See Schedule C

### **18. SALARY PACKAGING AND SALARY SACRIFICE**

- (a) Employees' rates of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation, and –
  - (i) the employer is required to offer salary packaging to all employees by no later than 6 months after the certification of the agreement;



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- (ii) employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
  
- (b) In respect of employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the employee was not in the salary packaging scheme.
  
- (c) Non salary-packaged benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on worker's compensation, annual or other leave with pay, including long service leave.
  
- (d) If an employee on a salary packaging arrangement goes on workers compensation the employee will receive not less than the entitlements which would have applied if the employee was not in the salary packaging scheme.
  
- (e) If an employee who has entered into a salary packaging arrangement ceases employment with the employer the salary packaging arrangement will cease on the date the employment ceases and –
  - (i) all entitlements due to the employee on termination will be paid at the employee's relevant rate;
  
  - (ii) any outstanding fringe benefits tax or salary packaging benefit held by the employer, or the employer's salary packaging agent, on behalf of the employee, due to the employee will be paid less any necessary taxation deduction.
  
- (f) If an employee has entered into a salary packaging arrangement superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* as amended must be calculated at the employee's relevant rate.

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- (g) If an employee has entered into a salary packaging arrangement annual leave loading entitlements must be calculated at the employee's relevant rate.
  
- (h) Employees who have entered into a salary packaging agreements will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.
  
- (i) The employer will advise each employee in writing –
  - (i) that an employee's participation in salary packaging is optional and entirely voluntary;
  
  - (ii) of the employee's classification level and relevant rate;
  
  - (iii) that the employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;
  
  - (iv) that the employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it.
  
  - (v) of the right of the employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the employee must be provided with a print-out of the relevant information;
  
  - (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
  
  - (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the employer for reasons

other than legislative requirements then the employer must give two months notice.

- (viii) that in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employees' wages will revert to their respective relevant rates as specified in this Agreement.
- (j) Salary packaging arrangements shall be entered into only in accordance with this Clause.
- (k) By agreement with the employer an employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule 1 of this agreement, and have that sacrificed as a pre-tax amount of salary contributed to a complying superannuation fund of the employee's choice.
- (l) Where applicable the provisions of this clause shall apply to salary sacrifice arrangements.

## 19. Superannuation

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.

- (a) The rights and obligations in this clause supplement those in superannuation legislation.
- (b) Employer contributions

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An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

- (c) Employer Superannuation contributions are currently 9% of ordinary time earnings, moving toward 12% incrementally from July 1st 2013 until 2019 as per legislation.
  
- (d) The employer must pay to the relevant superannuation fund the amount specified in subclause (b) no later than 28 days after the end of each month.
  
- (e) Voluntary employee contributions
  - (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
  
  - (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
  
  - (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.
  
- (f) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (b) and pay the amount authorised under subclauses (e)(i) or (e)(ii) to the Health Employees Superannuation Trust of Australia (HESTA)

## **20. Hours of Work and Related Matters**

### **20.1 Ordinary hours**

#### **(a) Aged Care Employee Day Workers**

The ordinary hours of work for an Aged Care Day Worker (Administration, Personal Care, Services) will be an average of 38 hours per week worked over 152 hours per four week rostered period.

The span of ordinary hours for Aged Care Day Workers will be between 6:00 am and 7:00 pm, Monday to Friday with a maximum of 8 hours each day, or up to 10 hours by agreement between the employer and an individual employee on each occasion subject to subclause (d).

#### **(b) Community/Home care program employees**

The ordinary hours for Community/Home care workers will be an average of 38 hours worked over 152 hours per four week rostered period.

The span of ordinary hours will be between 7:00 am and 9:00 pm, Monday to Friday with a maximum of 8 hours each day, or up to 10 hours by agreement between the employer and an individual employee on each occasion subject to subclause (d).

#### **(c) Shiftworkers**

A shiftworker is an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work for an Aged Care Employee Day Worker, (6:00am and 7:00pm Monday to Friday)

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The ordinary hours of work for shiftwork employees will be an average of 38 hours per week worked over 152 hours per four week rostered period.

The ordinary hours for any shiftworker will not exceed 8 hours in any one day. 8 hour per day maximum ordinary hours may also be extended to 10 hours per day on shifts on each occasion where the employee agrees subject to subclause (d).

Employees working afternoon or night shift will be paid the following percentages in addition to the applicable ordinary time rate for the appropriate employee classification for such shift in lieu of overtime payments.

**Afternoon shift** – Those employees rostered to work outside of the ordinary hours of a day worker, not fitting the definition of night shift- specifically any shift that ends after 7pm and at or before 11pm. **15% shift loading**

**Night shift** -Rostered to work some or all hours between 11 pm and 6 am. **20% shift loading**

An employee entitled to a shift allowance under this clause will be paid the shift allowance for the entire shift.

A casual employee will be paid the shift allowance calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the shift penalty rate of pay. EG: Casual loading 25% plus shift loading 15% equals a total casual shift penalty of 40% on the applicable classification for the equivalent full time employee ordinary hourly rate of pay.

- (d) Any agreement to extend the ordinary hours of an employee to a maximum of 10 hours per day must be in writing between an employee and the employer. Where such an arrangement is made, it may be discontinued by the employee or the employer giving the other 14 days written notice.

An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employee's employment file.

The employer will not use this subclause to reduce the number of full-time equivalent (FTE) staff employed.

An employee who wishes to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to the arrangement being effective.

In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.

No employee (or prospective employee) will be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

## **20.2 Rosters**

The roster will be displayed setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.

The roster will be based on a 28 day cycle and will be displayed at least two weeks prior to the commencing date of the first working period in any roster.

Where practical ADOs will be displayed on the roster.

A shiftworker will work their eight hour day continuously - the hours will not be broken.

However, in an emergency situation the continuous hours may be broken by agreement between the employer and employee and with the approval of the union. All work performed in excess of a spread of nine hours will be paid at a rate of double time.

Rosters will clearly stipulate a 28 day accounting period which will include an accrued day off in addition to eight rostered days off

Rosters will not require an employee to work more than eight hours each day subject to agreement being reached in accordance with the Hours clause in this agreement

### **ROSTERS – COMMUNITY CARERS**

- (a) Employees required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday will work in accordance with a roster established in accordance with this clause.

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- (b) Where a roster is established, the roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.
  
- (d) A rostered employee who works part or all of their daily hours between 7.00pm and 6.00am will be paid a loading of 15 per cent on the hourly rate for all hours worked on that day.
  
- (e) A roster established in accordance with this clause, will:
  - (i) not require an employee to work more than eight hours each day subject to agreement being reached or in accordance with the Hours Clause in this Agreement;
  
  - (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 will not be changed except on one weeks' notice of such change or the payment of two weeks' pay in lieu of notice in accordance with the employees previous roster;
  
  - (iv) provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the employees union, alternative arrangements are made;
  
  - (v) clearly stipulate a 28 day accounting period which will include an accrued day off in addition to eight rostered days off.



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Employees engaged to provide relief on accrued days off will, when providing relief, be regarded as rostered employees for all purposes of this Agreement (except additional annual leave).

- (f) A rostered employee will work their eight hour day continuously the hours will not be broken.

However, in an emergency situation the continuous hours may be broken by agreement between the employer and the employee and with the approval of the union. All work performed in excess of a spread of nine hours will be paid at the rate of double time.

- (g) Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, documented in accordance with subclause (b) above, will be entitled to the provisions of this clause with the following exceptions:

- (i) Where an employee works by agreement with the employer they will not attract a penalty (other than roster loading, Saturday, Sunday and Holiday with Pay penalty) except that any time worked in excess of eight hours per day will be paid at double time except as provided in the Hours Clause in this Agreement,

OR

- (ii) Where an employee is instructed to work, they are entitled to overtime payments in accordance with the Overtime Clause of this Agreement.

### **20.3 Rest breaks between rostered work**

An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.

By mutual agreement, the 10 hour rest break may be reduced to eight hours.

### **20.4 Rostered days off**

Rosters will provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the employees union, alternative arrangements are made.

### **20.5 Changes to Rosters**

Unless mutually agreed, 28 days' notice will be given by the employer of a change in a roster. Mutually agreed includes where a part time employee accepts more hours to cover shift requirements.

Part time Staff have priority over Casuals for temporary additional hours that become available as a result of other staff taking leave. Part time staff must indicate in writing to "payroll/human resources" availability for such additional hours.

### **20.6 Daylight Savings**

Upon the changeover of time as a result of daylight saving currently in October and March each year the following shall apply:

Employees shall be paid for actual time worked irrespective of the length of the shift.

Employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost, and those working the additional hour will be paid at the appropriate rate, including 1 hour overtime where applicable.

## **20.7 Accumulation and taking of accrued days off (ADOs)**

ADOs only apply to full-time employees.

Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in this agreement, ADOs will normally be taken in the month they occur or where this doesn't happen they are to be taken within 3 months of the date on which the ADO accrued or be paid out at ordinary time or added to annual leave accruals as agreed between the individual employee and the employer.

Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.

The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off prescribed in this agreement (above), ADOs will not be rostered on public holidays.

## **21. Saturday and Sunday work**

### **Saturday work-150%**

Employees (other than casuals), for working ordinary hours on a Saturday, will be paid at the rate of time and one half of the employees base rate for all hours worked on that day, however, the rates are in substitution for and not cumulative upon any other shift penalty.

### **Sunday work-200%**

Employees (other than casuals), for working ordinary hours, on a Sunday, will be paid at the rate of double time of the employees base rate for all hours worked on that day, however the rates are in substitution for and not cumulative upon any other shift penalty.

### **Casuals**

A casual employee is paid at the following penalty rates for all work performed on:

- Saturdays 175%;
- Sundays 225%;
- Public Holidays 225%

Casual Saturday, Sunday and Public Holiday penalty rates are in substitution for all shift and casual loadings.

## **22. Overtime**

The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer. Overtime rates of pay are in substitution of other penalty rates, loadings (including casual loading) and shift allowances.

### **22.1 Full-time day work employees**

A full-time employee will be paid the following payments for all work done outside ordinary hours (excluding shiftworkers).

For:

- hours in excess of 8 or 10 by agreement on any given day;
- all authorised overtime on Monday to Friday;
- for all hours in excess of 152 per 4 week accounting/rostered period; payment will be made at the rate of time and a half for the first two hours and double time thereafter;
- all authorised overtime on a Saturday or Sunday, payment will be made at the rate of double time; and
- all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.

### **22.2 Part time day workers**

In addition to the overtime payments for full time day workers, part time day workers will receive overtime payment for those hours in excess of 76 per fortnight, or those hours not agreed to be worked over and above rostered hours where such hours are directed by the employer, at the rate of time and one half for the first two hours and double time thereafter

except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

### 22.3 Full-time Shiftworkers

A Fulltime shiftworker will be paid overtime for:

- all hours in excess of 152 per 4 week accounting/rostered period;
- all hours in excess of 8 hours unless by agreement on any given occasion 8 is extended to 10 hours, in which case overtime will be paid for those hours in excess of 10 hours;
  - (a) payment will be made at the rate of double time.

### 22.4 Part-time shiftworkers

Part time shiftworkers will receive overtime payment for all hours in excess of 76 per fortnight, 8 hours per day unless agreement to extend to 10 hours applies, or those hours worked over and above rostered hours unless an agreement is varied pursuant to subclause 10(d), all of which will be paid at the rate of double time.

### 22.5 Casual employees

Casual employees are paid at the following rates for overtime work performed in the following circumstances, for all hours worked:

- in excess of 8 hours per day;
  - in excess of 76 per fortnight;
- at the rate of **double time**.

The overtime penalty rate is in substitution for, and not in addition to the casual loading prescribed in this Agreement.

#### (e) Time Off in Lieu of Payment

The employer and the majority of employees may agree to establish a system of time off in lieu of overtime provided that:

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- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
  - (ii) Overtime taken as time off during ordinary time hours will be taken at the appropriate penalty rate equivalent.
  - (iii) An employer will, if requested by an employee, provide payment at the relevant overtime rate in the Overtime Clause in this Agreement, for any overtime worked under this subclause where the time in lieu is not taken within four weeks of the accrual.
  - (iv) An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.
  - (v) The employer must keep accurate records of time off in lieu arrangements in the wages records.
- (f) Make-up Time

The employer and the majority of employees may agree to establish a system of make-up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.
- (ii) A rostered employee may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.

- (iii) The employer must keep a record of make up time arrangements in the wages records.

## 22.6 Eight Hour Break-Overtime

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

(ii) Where directed by the employer the employee resumes or continues work without having had eight consecutive hours off duty the shift will be paid at overtime time rates until released from duty for such period, and will then 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.

(iii) Where the employee is not directed by the employer, but elects to work a shift with less than eight consecutive hours off duty between the previous shift, the time will be paid as ordinary time and will also be counted as ordinary hours for the purpose of contracted hours.

## 23. Breaks

### (a) Meal breaks

Each shiftworker who works in excess of five hours will be entitled to a paid meal break of 25 minutes, to be taken at a mutually agreed time after commencing work. By mutual agreement between the employer and the employee, an employee will be allowed to extend their paid 25 minute meal break by up to a further unpaid 35 minutes each day. Day work employees including Community/Home care employees are entitled to an unpaid meal break after 5 hours of work, between 30 minutes and one (1) hour duration, as agreed between the employee and employer.

### (b) Tea breaks

Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.5 hours or more.

Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.

Where less than 7.5 ordinary hours are worked, employees will be allowed one 10 minute interval in each complete four hour period.

Tea breaks will count as time worked.

## 24. Remote Call

- (a) An employee who is required to remain on 'remote call' (that is on call for duty and allowed to leave the workplace) will be paid \$.87cents for each hour they are required to be on remote call, with a minimum payment of \$8.90for each 24 hour period on remote call.
- (b) Where an employee on remote call is recalled to work they will be paid in accordance with the Call Back Clause in this Agreement. This will be in addition to the payment entitlement described in subclause (a) above
- (c) Where practicable an employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per employee per cycle will be worked.

## 25. Call Back

- (a) Except where otherwise specifically provided an employee recalled to work after leaving their workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement.
- (b) Where an employee is recalled to work and the payment at overtime rates described in subclause (a) above does not equal or exceed payment equivalent to (4) hours ordinary time pay, the employee will be paid (4) four hours (base) ordinary rate of pay.
- (c) Where an employee is recalled to work a second time, and the recall is within the hours for which payment is already due under subclause (a) above, the time worked in the first and second recall will be combined for the purposes of calculating the payment due and will be calculated in accordance with subclause (b) above.
- (d) Where an employee is recalled to work a second time, and the recall is outside the hours for which payment is already due under subclause (b), the employee will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay, then the employee will be paid three hours pay.
- (e) Where an employee is recalled to work a third and subsequent time, payment will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay, then the employee will be paid three hours pay.



- (f) Time reasonably spent in getting to and from work will be regarded as time worked.
- (g) An employee who is recalled to work within two hours of their normal starting time will be paid at the overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed four hours pay, then the employee will be paid four hours pay.

## **26. Higher duties**

- (a) An employee, other than an administrative employee, engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.
- (b) An employee engaged as an administrative employee who, for a period of five consecutive working days or more, performs the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification.

## **27. Training**

- (a) The parties to this Agreement recognise the benefits that flow to employees and to the employer from appropriate training and development. Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- (b) Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.

### **Non-Compulsory Training**

- (a) Non-compulsory training is defined as training that is not directed by the employer for the employee to attend.
- (b) An employee may make application to the employer for leave with or without pay to attend such non-compulsory training, providing details of the proposed training specifying: Training dates, times, duration of the training, purpose of the learning and any associated costs that the employee would like the employer to cover.
- (c) The employer will determine on a case by case basis to what extent the employer will cover costs including wages. Any time approved to attend such training that includes

wages, will be paid at ordinary time rates and shall not be counted as time worked for the purposes of calculating overtime or shift penalties in the agreement.

### **Compulsory Training**

- (a) Employees must attend compulsory training including fire and emergency training, OHS training and manual handling training or any other training as may be required by regulatory bodies or as identified and directed by the employer.
- (b) Where practical the employer will schedule such training during an employee's rostered shift, whereby employees will be paid as if the shift was worked and not spent in training. Where it is not practical to schedule training during rostered shifts the employer may require an employee to attend training during reasonable additional hours to their rostered shift.
- (c) Where it isn't practical to scheduled training during an employee's shift hours, the employee will be paid for all additional hours in training at the rate of ordinary time or by agreement be provided time off in lieu, at time for time.
- (d) Paid compulsory training shall not be counted as time worked for the purposes of calculating overtime or shift penalties in the agreement.

## **28. Professional Development Study Leave**

Management at their discretion may approve study leave or professional development training that is deemed relevant to the employment and development needs of the employee.

## **Part 5—Leave and Public Holidays**

### **29. Annual leave**

#### **(a) Entitlement**

- (i)** All full time and part time employees are entitled to annual leave.
- (ii)** Full time employees shall be entitled to 4 weeks paid leave per annum.

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A week for full time employees will be 38 hours.

- (iii) Annual leave is cumulative and will accrue on a pro rata basis, each four weeks and credited at least monthly. Accrual is at the rate of .076923 and for each ordinary hour worked.
- (iv) Part time employees accrue annual leave on a pro-rata basis of the fulltime equivalent position and accrual is based on the actual ordinary hours (excluding over time) per week worked.
- (v) A period of annual leave does not break an employee's continuity of service.

### (b) Additional leave

Shiftworkers working on a roster (paid a penalty shift percentage for working outside of prescribed ordinary hours) that includes working for more than 4 hours on at least 10 weekends per annum, shall receive an additional (1) week added to their annual leave accrual.

A weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

### (c) Payment for leave

The payment for annual leave is the employee's ordinary time rate of pay immediately before the period begins for those hours that the employee would have worked had it not been for the period of annual leave.

### (d) Leave Loading

During a period of all annual leave an employee shall be paid an additional allowance calculated on the wages prescribed for the relevant classification as follows:-

- (i) 17 ½% of the employees classification rate, immediately prior to going on annual leave, or
  - (ii) in the case of a shiftworker required to work a roster the employee shall, while on annual leave, receive the wages equivalent to that which he/she would have received in accordance with their projected roster
  - (iii) If the projected roster amount is greater than the 17 1/2% in addition to the relevant award rate it would apply. IE: the greater of (i) or (ii).
- (e) Time of taking leave

An employee is entitled to take an amount of annual leave during a particular period if:

- (i) at least that amount of annual leave is credited to the employee; and
- (ii) the employer has authorised the employee to take the annual leave during that period.

In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.

Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

- (i) Generally annual leave will be taken in blocks of not less than 1 week (5 days), however requests for less than a weeks' leave including single days up to 5 days per year will be considered and generally granted unless it is not reasonably practical to do so.
  - (ii) Requests by an individual employee for greater than 5 single days leave in any given 12 month period is also unlikely to be approved due to the impractical nature of managing this practice for rostering.
- (f) Extensive accumulated annual leave:

An employee must take an amount of annual leave if directed to do so by the employer if:

at the time the direction is given, the employee has 2 years or more accrued annual leave which equates to 8 weeks (10 weeks in the case of a shiftworker) annual leave credited to him or her; provided the amount of annual leave left to the employees credit after direction is at least 4 weeks (5 weeks in the case of a shiftworker)

(g) Cashing out Annual Leave

- (i) This enterprise agreement entitles an employee to cash out any or all annual leave in excess of four (4) weeks, at their written request.
- (ii) Leave cannot be cashed out in advance of it being credited.
- (iii) Payment for cashed-out leave must be at a rate no less than the employee would have received for going on annual leave at the time the election is made and must be given within a reasonable period.
- (iii) The employer will only refuse an employee's request to cash out leave on reasonable grounds.
- (iv) Reasonable grounds will include a review of the leave taken by the employee in the past 12 months, as it is not the intent of the cashing out clause to be a substitution for taking a reasonable break from work.
- (vi) Nothing in this clause nor in this agreement shall be taken in any way as forcing an employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the employee whether or not to forgo an entitlement to take an amount of annual leave.

(h) Payment of leave on termination of service

- (i) An employee is entitled to payment for untaken annual leave on termination of service either by the employee or the employer.
- (ii) Where either party terminates the employment, the untaken annual leave is paid at the employee's ordinary rate of pay at the time of termination, for all hours accrued. Leave loading is not paid on termination of employment.

### 30. Public holidays

- (a) All employees (other than casuals) are entitled to the following holidays with pay:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day in those areas where Hobart Regatta Day is not observed, or other day that are observed in the a region in lieu of any of the holidays mentioned above.

- (b) Payment for the holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned, had they been at work.

- (c) Where an employee who is entitled to a holiday with pay and is required to work on any of the holiday, either for part or the whole of the day they will be paid as follows:

- (i) In the case of an employee required to work in accordance with a roster - double time. However, this rate is in substitution for and not in addition to the 15 or 20 per cent roster loading provided for in the Roster Clause in this Agreement.

- (ii) Casual employees who receive a loading in lieu of annual leave, personal leave and holidays with pay will be paid at the rate of 225% times the relevant wage rate for work on a holiday with pay listed in subclause (a) above.
- (iii) In the case of all other employees (day workers) double time and one half.
- (d) An employee required to work on any of the holidays with pay listed in subclause (a) above, where the holiday applies at their normal place of work, but because their duties require the employee to work at a place where the holiday does not apply, will have the time in lieu of the holiday added to their annual leave entitlement.

### 31. Personal/carer's leave

*For the purpose of Personal and Compassionate leave;*

*immediate family* has the meaning under the NES and includes:

- (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.

*spouse* includes a former spouse

*de facto partner* means

- (a) 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
- (b) includes a former de facto partner of the employee

A *child* of a person includes:

- (a) someone who is a child of the person within the meaning of the *Family Law Act 1975*; and
- (b) an adopted child or step-child of the person.

It does not matter whether the child is an adult.

(a) Entitlement

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave. The entitlements of employees in receipt of a loading in lieu of paid leave, are set out in subclause– *Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities*.

Permanent employees other than casuals are entitled to take paid personal/carer's leave if leave is taken:

- (i) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (ii) 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:
  - (1) a personal illness, or personal injury, affecting the member; or
  - (2) an unexpected emergency affecting the member

Personal/Carers leave of 20 days'. This leave is accrued at the rate of .079623 per hour worked for all ordinary hours to a maximum of 152 hours per annum for full time employees. Personal leave only accrues on ordinary time.

- (iii) This leave will be cumulative and accrues on a pro rata basis.

- (v) An employee who is on annual leave and claims a personal leave entitlement that is supported by evidence that is approved by the employer



(EG: medical certificate, statutory declaration) shall have the days certified as unfit for work credited back to their annual leave accrual amount.

(b) Conditions

- (i) The employer is not required to pay personal/carer's leave entitlements for any period during which the employee is absent from work because of a personal illness or injury for which the employee receives workers compensation payments.
- (ii) Employees should notify the employer by telephone or arrange for the employer to be notified before the start of work for that day of their inability to attend for work, the nature of their illness or injury and the estimated length of their absence. Wherever practicable, such notification should be provided on the previous day so as to enable the employer to make alternative staffing arrangements.
- (iii) An employee will prove to the satisfaction of the employer that they were unable, on account of such illness or injury, to attend for duty on that day or days on which leave is claimed. A medical certificate from a registered health practitioner or a statutory declaration will be acceptable evidence. Employees are able to access 5 single days per fiscal year without Certification or Statuary declaration, which may include 2 consecutive days.
- (iv) Payment for personal/carer's leave may be withheld where the employee does not provide a medical certificate as proof of personal illness or injury when requested.

(c) Unpaid Leave

- (i) An additional two (2) days of unpaid carer's leave will be available for emergencies for permanent employees who have used up their personal leave entitlement, and for casual employees.

- (ii) Unpaid carer's leave can be taken in a single unbroken period of 2 days or, if the employer and employee can't agree, in separate periods, for example 4 half-days. However, unpaid leave will be conditional on an employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.
  - (iii) A period of unpaid carer's leave does not break an employee's continuity of service. However it does not count as service
  - (iv) Additional unpaid leave may be available upon request and approval of the employer.
- (d) Casual Employees and in lieu of Paid Leave – Caring Responsibilities
- (i) Subject to the evidentiary and notice requirements in subclauses (b)(ii) and (iii), casual employees, are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (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 two days per occasion. Casual employees are not entitled to any payment for the period of non-attendance.
  - (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 an employer to engage or not to engage a casual employee are otherwise not affected.
- (v) 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, will be given credit for the time so certified

## 32. Compassionate leave

- (a) An employee is entitled to 5 days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the 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.
- (b) An employee may take compassionate leave as:
  - (i) a single continuous period of 5 days; or
  - (ii) any separate periods totalling 5 days as agreed with the employer.

### Payment for Compassionate Leave

- (a) If an employee takes a period of paid compassionate leave, the employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave

Additional leave may be granted at the discretion of the employer.

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.

### 33. Community service leave

Community Service Leave will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 7 – Community Service Leave)

#### **General**

Community Service Leave is as per the NES, summarised in this clause.

Each of the following is an *eligible community service activity*:

1. voluntary emergency management activity; or
2. jury service (including attendance for jury selection).

#### 1. Voluntary Emergency Management Activity

A voluntary emergency management activity is one where the activity:

- (i) involves dealing with an emergency or natural disaster; and
- (ii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (iii) the employee engages in the activity on a voluntary basis; and
- (iv) the employee was requested by or on behalf of the body to engage in the activity.

An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.

##### **(1) The notice:**

(a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and

(b) must advise the employer of the period, or expected period, of the absence.

##### **(2) Evidence**

An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Absence under the voluntary emergency management activity clause is treated as unpaid leave

#### 2. Jury Service

If an employee is absent from his or her employment for a period because of jury service; and the employee is not a casual employee the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

*Evidence*

The employer may require the employee to give the employer evidence that would satisfy a reasonable person:

(a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and

(b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

The employee is not entitled to payment under this subsection unless the employee provides the evidence requested; and if the employee provides the evidence—the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

If an employee is absent because of jury service in relation to a particular jury service summons for a period of more than 10 days in total, the employer is only required to pay the employee for the first 10 days of absence.

**34. Long Service Leave**

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act Tasmania 1976 (as amended). Transitional arrangements referring to staggering of taking accrued LSL do not apply under this Agreement. Employees with 10 or more years of continuous employment as defined under the LSL Act 1976 as amended are eligible immediately to take long service leave subject to application and subject to the organisational needs of the employer.

**35. Maternity and Parental Leave**

Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements).

In addition the parties recognise that the Australian Government's Paid Parental Scheme and Dad and Partner Pay (DaPP) is in operation and an employee may be eligible for payment under the provisions of the Paid Parental Leave Act 2010.

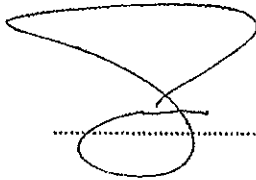
## **Part 6—Other**

### **36. Future Negotiations**

The parties to this agreement agree to commence discussion regarding a replacement Agreement at least 3 months prior to the nominal expiry date of this Agreement.

37. SIGNATORIES:

FOR THE EMPLOYER



Signed: .....

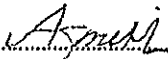
(for and on behalf of Presbyterian Care Tasmania Incorporated by its authorised representative)

Date: 2/9/2013

Name in full (printed): JOHN BROOKS

Position: CHIEF EXECUTIVE OFFICER

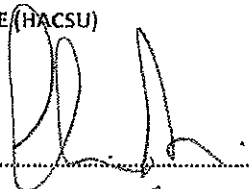
Employer's Address: 1-9 FRESHWATER POINT ROAD LECANA TAS 7277  
(P.O. Box 1237 LECANA TAS 7277)

Witnessed by (signature): 

Witness name in full (printed): Amanda Smith

Witness address: 4 Picadilly Court  
Prospect TAS 7250

EMPLOYEE REPRESENTATIVE (HACSU)



Signed: .....

Name in full (printed): CHRIS BROWN, STATE SECRETARY

Address: 11 CLARE ST NEW TOWN  
TAS 7008


Date: 4/9/13

Witnessed by (signature): 

Witness name in full (printed): JANET EDINGTON

Witness address: 7 Macquarie St  
Richmond Tas 7025

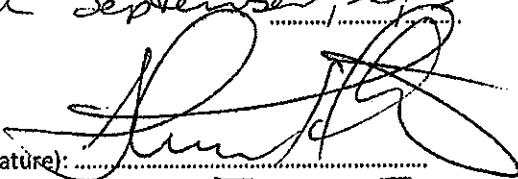
EMPLOYEE REPRESENTATIVE (ANMF)

Signed: 

Name in full (printed): NEREZI ELLIS

Address: 182 MACQUARIE ST  
HOBART

Date: 10th September, 2013

Witnessed by (signature): 

Witness name in full (printed): S. FOOTLE

Witness address: 4 Lime Avenue  
Launceston TAS  
7250



**Schedule A—Classifications**

**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:

<b>Administration</b>	<b>General and Food services</b>
General clerk	Food services assistant
	Laundry hand
	Cleaner
	Assistant gardener

**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:

Administration	General and Food services	Personal care
General clerk/Typist (between 3 months' and less than 1 years' service)	Food services assistant	Personal care worker grade 1
	Laundry hand	
	Cleaner	
	Gardener (non-trade)	
	Maintenance/Handyperson (unqualified)	
	Driver (less than 3 ton)	

### Aged care employee—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

Administration	General and Food services	Personal care

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General clerk/Typist (second and subsequent years of service)	Cook	Personal care worker grade 2
Receptionist		Recreational/Lifestyle activities officer (unqualified)
Pay clerk		
	Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	

**Aged care employee—level 4**

An employee at this level:

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

Indicative tasks performed at this level are:

<b>Administration</b>	<b>General and Food services</b>	<b>Personal care</b>
Senior clerk	Senior cook (trade)	Personal care worker grade 3
Senior receptionist		

	Maintenance/Handyperson (qualified)	
	Driver (3 ton and over)	
	Gardener (trade or TAFE Certificate III or above)	

**Aged care employee—level 5**

An employee at this level:

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

Indicative tasks performed at this level are:

Administration	General and Food services	Personal care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4
		Personal Care worker with

		medication endorsement that is expected to use that qualification as part of their employment
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**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:

<b>General and Food services</b>
Maintenance tradesperson (advanced)
Gardener (advanced)

Senior chef

### **Aged care employee—level 7**

An employee at this level:

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

Indicative tasks performed at this level are:

Administration	General and Food services	Personal care
Clerical supervisor	Chef /Food services supervisor	Personal care worker grade 5
Interpreter (qualified )	Gardener Superintendent	
	General services supervisor	

## **Home Care Program Employees**

### **Home Care Program Employee Level 1**

A position in this level has the following characteristics:

A person appointed to this position will have less than 12 months' experience in the industry.

**Accountability and extent of authority**

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

**Judgment and decision-making**

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

**Specialist knowledge and skills**

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

**Interpersonal skills**

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

**Qualifications and experience**

An employee in this level will have commenced on-the-job training which may include an induction course.

**Home Care Program Employee Level 2**

A position in this level has the following characteristics:

**Accountability and extent of authority**

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

### **Judgment and decision-making**

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

### **Specialist knowledge and skills**

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

### **Interpersonal skills**

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

### **Qualifications and experience**

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

## **Home Care Program Employee Level 3**

A position in this level has the following characteristics:

### **Accountability and extent of authority**

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

### **Judgment and decision-making**

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.



**Specialist knowledge and skills**

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

**Interpersonal skills**

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

**Qualifications and experience**

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

**Home Care Program Employee Level 4**

A position in this level has the following characteristics:

**Accountability and extent of authority**

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

**Judgment and decision-making**

The objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

**Specialist knowledge and skills**

Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

**Interpersonal skills**

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

**Qualifications and experience**

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

**Home Care Program Employee Level 5**

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

**Accountability and extent of authority**

Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.

In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

### **Judgment and decision-making**

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

### **Specialist knowledge and skills**

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

### **Management skills**

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

### **Interpersonal skills**

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

### **Qualifications and experience**

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

### **Home Care Program Employee Progression**

**(a)** At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:

**(i)** the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or

**(ii)** where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.

**(b)** Movement to a higher classification will only occur by way of promotion or re-classification.

**Schedule B—Pay Rates**

Base wage rates (Ordinary time) for each classification at the commencement of this agreement.

<b>Classification</b>	<b>Rates Prior to Back pay</b>	<b>Rates October  2012</b>	<b>Rates July 0.6% (*Adjusted to increase transitional rates) 2013</b>	<b>Rates July 2.4%  2013</b>
<b>Level 1 Aged care Employee</b>				
Personal Care Worker (ECA)	16.99	17.33	17.43	17.85
Services	16.95	17.29	17.39	17.81
Administration	19.28	19.67	19.79	20.26
<b>Level 2 Aged care Employee</b>				
Personal Care Worker (ECA)	17.89	18.25	18.36	18.80
Services	17.37	17.72	*18.05	18.48
Administration	19.67	20.06	20.18	20.66
<b>Level 3 Aged care Employee</b>				
Personal Care Worker (ECA)	18.17	18.53	*18.84	19.29
Services	18.07	18.43	*18.77	19.22
Administration	20.25	20.66	20.78	21.28
<b>Level 4 Aged care Employee</b>				

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Personal Care Worker (ECA) (from 3)	18.41	18.78	*18.98	19.35
Personal Care Worker (ECA) (from 4)			*19.04	19.50
Services	18.61	18.98	19.09	19.55
Administration	20.89	21.31	21.44	21.95
<b>Level 5 Aged care Employee</b>				
Personal Care Worker (ECA)	18.94	19.32	*19.64	20.11
Services	19.52	19.91	20.03	20.51
Administration	21.88	22.32	22.45	22.99
<b>Level 6 Aged care Employee</b>				
Services	20.10	20.50	*20.76	21.26
Administration	24.24	24.72	24.87	25.47
<b>Level 7 Aged care Employee</b>				
Services	22.16	22.60	22.74	23.29
Administration	24.57	25.06	25.21	25.82
<b>Home Care Program Employees</b>			July 1 <sup>st</sup> 2013	July 1 <sup>st</sup> 2013
<b>Level 1-</b>				
Pay point 1		17.89	18.00	\$18.43
<b>Level 2</b>				
Pay point 1		18.75	18.86	\$19.31

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Pay point 2		19.05	19.17	19.63
<b>Level 3</b>				
Pay point 1 (Certificate 3)		18.96	19.07	19.53
Pay point 2		19.74	19.86	20.34
<b>Level 4</b>				
Pay point 1		21.27	21.40	21.91
Pay point 2		21.73	21.86	22.38
<b>Level 5</b>				
Pay Point 1 (Degree or Diploma)		22.73	22.87	23.42
Pay Point 2		23.56	23.70	24.27

## Schedule C—Supported Wage System

**C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

**C.2** In this schedule:

**approved 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

**assessment instrument** means the tool 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

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

**supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate



**C.3 Eligibility criteria**

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

**C.4 Supported wage rates**

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause C5)</b>	<b>Relevant minimum wage</b>
%	%
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$78 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

**C.5 Assessment of capacity**

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

**C.6 Lodgement of SWS wage assessment agreement**

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

C.6.2 All SWS wage assessment agreements (SWSA) must be agreed and signed by the employee and employer parties to the assessment. Where a union, party to this agreement, is not a party to the SWSA, the assessment will be referred by Fair Work Australia to the union by certified mail and the SWSA will take effect unless an objection is notified to Fair Work Australia within 10 working days.

**C.7 Review of assessment**

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

**C.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

**C.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule 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.

**C.10 Trial period**

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$78 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.



**PRESBYTERIAN CARE  
TASMANIA**

**PRESBYTERIAN CARE TASMANIA INCORPORATED. ABN: 36 429 960 466**

**Commissioner Lee  
Fair Work Australia  
GPO Box 1994, Melbourne  
VICTORIA 3001**

Dear Commissioner Lee,

**RE: Matter Number: AG2013/9395**

**Section 190 of the Fair Work Act 2009-Undertaking for the**

**Presbyterian Care Tasmania Incorporated General Staff Enterprise Agreement  
2013**

In the interest of meeting the requirements under Division 4 –Approval of Enterprise Agreements, specifically;

sections 186 (2) (c) the terms of the agreement do not contravene section 55 (which deals with the interaction between the National Employment Standards and enterprise agreements etc.); and

(d) the agreement passes the better off overall test

The employer offers the below listed undertakings.

The existing clauses of the **Presbyterian Care Tasmania Incorporated General Staff Enterprise Agreement 2013** are amended with the wording represented in the following undertakings respectively.

### Undertaking 1

Clause 8 –Consultation regarding major workplace change

Presbyterian Care Tasmania Incorporated undertakes that under clause 8 of the Agreement, the employer shall recognise the chosen representative of an employee for the purpose of that clause.

### Undertaking 2

Relace 10. **Employment Categories –PART TIME EMPLOYEES** with the following:

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (c) Any agreed variation to the hours of work will be in writing.
- (d) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.
- (f) Review of Part-time Hours: At the request of a part time employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their agreed hours to be worked then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - i. if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - ii. if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (g) Any adjusted guaranteed agreed hours to be worked resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (h) Permanent part-time employees will receive a minimum payment of two hours for each engagement.

### **Undertaking 3**

Relace 22.2. **Part Time day workers** with the following:

In addition to the overtime payments for full time day workers, part time day workers will receive overtime payments for all work

- In excess of 76 hours per fortnight; or
- In excess of their rostered hours on any one day [unless an agreement has been entered into under clause 10(c)]

Overtime will be paid at the rate of time and one half for the first two hours and double time thereafter except that on Saturdays and Sundays such overtime will be paid at the rate of double time and on public Holidays at the rate of double time and a half.

### **Undertaking 4**

Relace 22.4. **Part Time shiftworkers** with the following:

Part time shiftworkers will receive overtime payment for all hours in excess of 76 per fortnight, 8 hours per day unless agreement to extend to 10 hours applies, or those hours worked over and above rostered hours unless an agreement is varied pursuant to subclause 10(c), all of which will be paid at the rate of double time.

### **Undertaking 5**

Relace 22.5 **Casual Employees** with the following:

Casual employees are paid at the following rates for overtime work performed in the following circumstances, for all hours worked:

- In excess of 8 hours per day;
- In excess of 38 per week;

at the rate of 225%.

The overtime penalty rate is inclusive of the casual loading prescribed in this agreement.

AND

Clause 22. **Overtime** is amended and replaced with the following:

The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer. Overtime rates of pay are in substitution of other penalty rates, loadings (except casual loadings as indicated in this agreement) and shift allowances.

### **Undertaking 6**

Relace 30. **Public Holidays clause (c)** with the following:

(c) Where an employee who is entitled to a holiday with pay and is required to work on any of the public holidays identified in (a), either for part or the whole day they will be paid as follows;

- (i) In the case of a day worker double time and one half (2 ½)
- (ii) In the case of a shiftworker double time and one half (2 ½), however this rate is in substitution for and not in addition to any shift loading payable.
- (iii) Casual employees will be paid the applicable classification rate by 235% for all work on a public holiday. This rate is inclusive of and not additional to any casual loading rate that would normally apply.

### **Undertaking 7**

Replace 31. **Personal/carer's leave clauses (b) conditions and (c) Unpaid leave and (d) Casual Employees** with the following:

(b) Conditions

- (i) The employer is not required to pay personal/carer's leave entitlements for any period during which the employee is absent from work because of a personal illness or injury for which the employee receives workers compensation payments.
- (ii) Employees should notify the employer by telephone or arrange for the employer to be notified as soon as is practical of their inability to attend for work and the expected length of their absence. Wherever practicable, such notification should be provided before the commencement of their shift so as to enable the employer to make alternative staffing arrangements.
- (iii) An employee will prove to the satisfaction of a reasonable person that they were unable, on account of such illness or injury, to attend for duty on that day or days on which leave is claimed. A medical certificate from a registered health practitioner or a statutory declaration will be acceptable evidence. Employees are able to access 5 single days per fiscal year without Certification or Statuary declaration, which may include 2 consecutive days.



(c) Unpaid Leave

- (i) An additional two (2) days of unpaid carer's leave is available as per the NES, for permanent employees who have used up their personal leave entitlement.
- (ii) Unpaid carer's leave can be taken in a single unbroken period of 2 days or, if the employer and employee can't agree, in separate periods, for example 4 half-days. However, unpaid leave will be conditional on an employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.
- (iii) A period of unpaid carer's leave does not break an employee's continuity of service. However it does not count as service
- (iv) Additional unpaid leave may be available upon request and approval of the employer.

(d) Casual Employees

- (i) Subject to the evidentiary and notice requirements in subclauses (b)(ii) and (iii), casual employees, are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who require care or support because of personal illness or injury, or who require care or support due to an unexpected emergency, or the birth of a child.
- (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 two days per occasion. Casual employees are not entitled to any payment for the period of non-attendance.
- (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 an employer to engage or not to engage a casual employee are otherwise not affected.

**Undertaking 8**

Replace 25 **Call Back** with the following:

An employee recalled to work, after finishing the normal day's work or when called from "on call" is to be paid overtime for the hours actually worked. Time reasonably spent travelling to and from work is to be considered as time worked, in call out situations only. Although the employee will be paid for all hours worked at applicable overtime rates, a minimum payment of 4 hours over time will be paid in each 24 hour call out period (each day) regardless of the time spent working as a result of call out.

These undertakings supplied shall be of effect while the Agreement is in force.

Signed: .....

(for and on behalf of PRESBYTERIAN CARE TASMANIA INCORPORATED by its authorised representative)

Date: .....

2 / 12 / 2013

Name in full (printed): .....

John Brodie

Position: .....

Chief Executive Officer

Employer's Address: .....

1-9 Freshwater Point Rd

Legana 7277

Witnessed by (signature): .....

Witness name in full (printed): .....

LARA MARIA ALEXANDER

Witness address: .....

1-9 FRESHWATER POINT RD

LEGANA TAS 7277