



## DECISION

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

**Corumbene Nursing Home for the Aged Inc**  
(AG2014/376)

### **CORUMBENE NURSING HOME FOR THE AGED INC., NURSES ENTERPRISE AGREEMENT 2014**

Tasmania

COMMISSIONER LEE

MELBOURNE, 24 APRIL 2014

*Application for approval of the Corumbene Nursing Home for the Aged Inc., Nurses  
Enterprise Agreement 2014.*

[1] An application has been made for approval of a single-enterprise agreement known as the *Corumbene Nursing Home for the Aged Inc., Nurses Enterprise Agreement 2014* (the Agreement). The application was made by Corumbene Nursing Home for the Aged Inc pursuant to s.185 of the *Fair Work Act 2009* (the Act).

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

[3] The undertaking now forms part of the Agreement and a copy will be kept on the file. A copy of the undertaking 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 undertaking 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 have given notice under s.183 of the Act that they want to be covered by the Agreement. 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 1 May 2014. The nominal expiry date of the Agreement is 31 March 2017.



COMMISSIONER

Annexure A:

17 April 2014

Commissioner Lee  
Fair Work Commission  
GPO Box 1994  
Melbourne VIC 3001

Email: [Chambers.lee.c@fwc.gov.au](mailto:Chambers.lee.c@fwc.gov.au)

Dear Commissioner Lee,

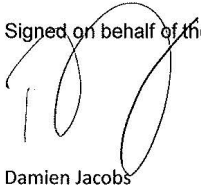
**AG2014/376 - Application for approval of the Corumbene Nursing Home for the Aged Inc.,  
Nurses Enterprise Agreement 2014 - Revised**

I refer to your letter dated 14 April 2014 seeking an undertaking in respect to clause 8 (Flexibility) for the Corumbene Nursing Home for the Aged Inc., Nurses Enterprise Agreement 2014.

Corumbene provides the following Undertaking in respect to clause 8 (Flexibility) in accordance with section 190 of the Fair Work Act 2009 (Cth):

“Corumbene undertakes that subclause 8(e)(i) of the agreement shall be of no effect for the life of the agreement. Corumbene undertakes that the words “if any of the requirements of clauses 8(a), (b), (c) or (d) above are not met” shall have no effect for the life of the agreement, and that subclause 8(f) of the agreement will be of no effect for the life of the agreement.”

Signed on behalf of the employer:



Damien Jacobs  
Chief Executive Officer

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<Price code J, AE407854 PR549990>

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.

**CORUMBENE NURSING HOME FOR THE AGED INC.**

**NURSES ENTERPRISE AGREEMENT  
2014**

## TABLE OF CONTENTS

PART 1 – GENERAL.....	6
1 TITLE.....	6
2 PARTIES.....	6
3 COVERAGE.....	6
4 DATE AND PERIOD OF OPERATION .....	6
5 DEFINITIONS.....	6
6 PURPOSE OF AGREEMENT.....	8
7 SUPERSESSION AND SERVERANCE.....	8
PART 2 – CONSULTATION AND FLEXIBILITY .....	9
8 FLEXIBILITY.....	9
9 CONSULTATION .....	10
PART 3 – EMPLOYMENT CONDITIONS.....	12
10 CONTRACT OF EMPLOYMENT .....	12
10.1 Terms of employment .....	12
10.2 Types of employment.....	12
10.3 Part-time employment.....	12
10.4 Casual employment.....	13
11 NOTICE OF TERMINATION .....	13
11.1 Notice of termination by the employer .....	13
11.2 Notice of termination by the employee.....	14
11.3 Discussions prior to decision to terminate employment.....	14
11.4 Summary termination .....	14
12 REDUNDANCY PROVISIONS .....	14
PART 4 – SALARIES AND RELATED MATTERS .....	18
13 CLASSIFICATIONS.....	18
13.1 Classification Definitions .....	18
13.2 Classification Structure.....	18
14 PROGRESSION THROUGH PAY POINTS.....	19
15 ACCELERATED ADVANCEMENT .....	19
15.1 Entitlement .....	19
15.2 Re-Entry Enrolled Nurses.....	19
15.3 Re-Entry Registered Nurses.....	19
15.4 Enrolled Nurse Upgrade to Registered Nurse .....	20
16 SALARY INCREASES .....	20
17 PAYMENT OF SALARIES.....	20

17.1	Time and interval of payment .....	20
17.2	Method of payment of salaries .....	20
17.3	Statement of salaries .....	21
17.4	Deduction of moneys .....	21
17.5	Overpayment of salary .....	21
17.6	Late payment of salaries .....	21
17.7	Payment of salary on termination .....	21
18	SUPERANNUATION .....	22
18.1	Superannuation legislation .....	22
18.2	Employer contributions .....	22
18.3	Voluntary employee contributions .....	22
18.4	Default superannuation fund .....	22
19	SALARY PACKAGING AND SACRIFICE.....	23
20	ALLOWANCES .....	24
20.1	Higher duties and in charge allowance .....	24
20.2	Post graduate qualification allowance .....	24
20.3	Preceptor allowance.....	25
20.4	Driving licence allowance.....	25
20.5	Allowances not to be taken into account .....	25
20.6	Increase to allowances .....	25
21	TRAVELLING AND EXCESS FARES .....	26
21.1	Travel expenses.....	26
21.2	Vehicle Allowance .....	26
21.3	Excess fares.....	26
22	UNIFORMS.....	26
PART 5 – HOURS OF WORK.....		27
23	THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH.....	27
24	HOURS OF WORK – DAY WORKER.....	27
25	HOURS OF WORK – SHIFT WORKERS.....	27
25.1	Hours of Work – General .....	27
25.2	Daylight saving .....	28
26	MEAL BREAKS .....	28
26.1	General requirements .....	28
26.2	Meal Breaks - Day Workers.....	29
26.3	Meal Breaks - Shift workers .....	29
26.4	When meal breaks are paid .....	29

26.5	Meal Break when required to work overtime.....	29
26.6	Charges for meal provided by employer .....	30
26.7	Tea Breaks .....	30
27	OVERTIME.....	30
27.1	Requirement to work reasonable overtime .....	30
27.2	Payment for working overtime – Day Workers.....	30
27.3	Director of Care/Nursing.....	31
28	ON-CALL ARRANGEMENTS.....	31
28.1	Call back .....	31
28.2	Close call.....	31
28.3	Remote call.....	32
29	SHIFT WORKERS .....	32
29.1	Afternoon and night shift allowances .....	32
29.2	Saturday shifts .....	32
29.3	Sunday and public holiday shifts.....	33
29.4	Broken or split shifts.....	33
29.5	Part-time shift workers – work outside rostered shifts .....	33
29.6	Rosters .....	33
29.7	Handover.....	34
29.8	Overtime - Shift workers.....	34
29.9	Rest period after overtime.....	34
PART 6 – LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS.....		36
30	ANNUAL LEAVE.....	36
30.1	Period of leave .....	36
30.2	Annual leave exclusive of public holidays.....	36
30.3	Annual leave may be taken in more than one period.....	36
30.4	Time of taking leave .....	37
30.5	Payment in lieu of annual leave.....	37
30.6	Payment for period of leave.....	37
30.7	Payment on termination.....	37
30.8	Annual leave loading .....	37
30.9	Maximum period for which loading is payable .....	38
30.10	Calculation of continuous service .....	38
31	PERSONAL LEAVE.....	38
31.1	Paid Personal Leave.....	38
31.2	Amount of personal leave.....	38

31.3	Sick leave .....	39
31.4	Carer's leave .....	39
31.5	Family Violence Leave .....	39
31.6	Evidentiary requirements .....	39
31.7	Notification Requirements.....	39
31.8	Unpaid Personal leave .....	40
31.9	Casual Employees.....	40
32	COMPASSIONATE LEAVE.....	40
33	PARENTAL LEAVE AND RELATED ENTITLEMENTS .....	41
34	PUBLIC HOLIDAYS .....	41
35	COMMUNITY SERVICE LEAVE.....	42
36	PROFESSIONAL DEVELOPMENT AND STUDY LEAVE.....	42
	PART 7 - DISPUTE RESOLUTION .....	43
37	DISPUTE RESOLUTION PROCEDURE.....	43
	PART 8 - MISCELLANEOUS .....	45
38	NOTICE BOARD.....	45
	SCHEDULE 1 -SALARY RATES.....	49
	SCHEDULE 2 -ALLOWANCES .....	51



## **PART 1 – GENERAL**

### **1 TITLE**

This Agreement shall be known as the Corumbene Nursing Home for the Aged Inc., Nurses Enterprise Agreement 2014.

### **2 PARTIES**

The parties to this Agreement are

- (a) Corumbene Nursing Home for the Aged Inc. (ABN 98 544 704 858) (**'the employer' or 'Corumbene'**);
- (b) The Health Services Union, Tasmania No.1 Branch;
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (d) Employees of the employer referred to in clause 3 (Coverage) of this Agreement (**'employees'**).

### **3 COVERAGE**

This Agreement is made in accordance with Part 2-4 of the *Fair Work Act 2009* and applies to Corumbene and its employees who are employed as Registered and Enrolled Nurses as defined by the *Health Practitioners Regulation National Law Act (Tasmania) 2010* and for whom classifications appear in this Agreement.

### **4 DATE AND PERIOD OF OPERATION**

- (a) This Agreement will come into operation seven (7) days after the Fair Work Commission approves the Agreement.
- (b) The nominal expiry date of this Agreement is 31 March 2017.
- (c) This Agreement will continue to apply after the nominal expiry date until it is replaced or terminated in accordance with the requirements of the *Fair Work Act 2009*.
- (d) The parties to this Agreement agree to commence discussions for the subsequent agreement six (6) months prior to the nominal expiry date. If the parties determine to vary this Agreement in accordance with Part 2-4, Division 7, Subdivision A (Variation of enterprise agreements by employers and employees) of the *Fair Work Act 2009* (or any successor to that Act), the good faith bargaining requirements prescribed by at section 228 of the *Fair Work Act 2009* will apply.

### **5 DEFINITIONS**

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning indicated:

**"afternoon shift"** means a shift finishing between 6.00pm and midnight.

**“Agreement”** means this Agreement, the Corumbene Nursing Home for the Aged Inc. Nurses Enterprise Agreement 2014.

**“APHPRA”** means The Australian Health Practitioners Regulation Agency.

**“casual employee”** means an employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.

**“day shift”** means a shift worked between 6.00am and 6.00pm.

**“day worker”** means an employee whose ordinary weekly hours are worked between 7.00am and 7.00pm Monday to Friday.

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

**“employee”** means an employee employed by the employer and covered by this Agreement.

**“employer”** means Corumbene Nursing Home for the Aged Inc.

**“executive staff”** means Director of Care/Nursing.

**“full time employee”** means an employee engaged to work for the full weekly ordinary hours as prescribed in the Hours of Work Clauses (clauses 24 and 25) in this Agreement.

**“immediate family”** of an employee means:

- (a) a spouse, de facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

**“member of employees household”** in respect of an employee means any person or persons who usually reside with the employee.

**“modern award”** means the Nurses Award 2010 (MA000034).

**“NES”** means the National Employment Standards.

**“night shift”** means a shift finishing after midnight and at or before 7am.

**“ordinary rate”** means the salary for an employee’s classification as specified in Schedule 1 (Salary Rates) of this Agreement.

**“ordinary hourly rate”** means the salary for an employee’s classification as specified in Schedule 1 (Salary Rates) of this Agreement (the ordinary rate) divided by 52 and then divided by 38.

**“part-time employee”** means an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

**“part-time shift worker”** means a part-time employee who holds a position on a roster.

**“roster”** means a written roster (as varied from time to time in accordance with this Agreement) setting out the names of employees required to work in accordance with the roster, and the days, dates, times and hours when each rostered employee is required to work.

**“shift worker”** means an employee who is required to work rotating shifts in accordance with a roster.

**“spouse”** includes a former spouse.

**“the FW Act”** means the *Fair Work Act 2009* (Cth)

**"Unions"** means each of the following unions:

- (a) The Australian Nursing and Midwifery Federation ("ANMF"); and
- (b) The Health Services Union, Tasmania No.1 Branch ("Health and Community Services Union" or "HACSU").

**"year of service"** means 1976 ordinary hours worked, and includes all paid leave.

## **6 PURPOSE OF AGREEMENT**

- (a) The key purpose of the Agreement is to achieve a stable industrial relations framework at the enterprise level of Corumbene Nursing Home for the Aged Inc. in order to assist individuals to improve their efficiency, quality of services and business performance.
- (b) The Agreement seeks to create an environment where there can be further investment in the future growth and development of aged care services.
- (c) The Agreement aims at continually improving communication and cooperation at the workplace level between management and employees. The Agreement recognises the important contribution of all aged care employees in ensuring the organisation's future.

## **7 SUPERSESSION AND SERVERANCE**

This Agreement wholly replaces the Nurses Award 2010 (MA000034) (other than where there is a specific reference to an award term within this Agreement), the Corumbene Nursing Home for the Aged Inc. Nurses Enterprise Agreement 2010 and any other modern award, registered industrial instrument (however named or described) and/or unregistered industrial agreement that applies to employees covered by this Agreement.

## PART 2 – CONSULTATION AND FLEXIBILITY

### 8 FLEXIBILITY

- (a) Corumbene and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the arrangement deals with one (1) or more of the following matters:
    1. arrangements about when work is performed;
    2. overtime rates;
    3. penalty rates;
    4. allowances; and
    5. leave loading.
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in clause 8(a)(i) above;
  - (iii) the arrangement is genuinely agreed to by the employer and employee; and
  - (iv) The employee may consult with their industrial representative (or any other representative of their choice) prior to agreeing to an individual flexibility arrangement.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*;
  - (iii) is about matters that would be permitted matters if the individual flexibility arrangement was an enterprise agreement and must not include a term that would be an unlawful term if the individual flexibility arrangement were an enterprise agreement; and
  - (iv) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) 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 Agreement that will be varied by the arrangement; and
    2. how the arrangement will vary the effect of the terms; and

3. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  4. states the day on which the arrangement commences.
- (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 13 weeks' written notice to the other party to the arrangement; or
  - (ii) if the employer and employee agree in writing — at any time; or
  - (iii) by giving written notice of not more than 28 days if any of the requirements of clauses 8(a), (b), (c) or (d) above are not met.
- (f) The notice provision in clause 8(e)(i) above only applies to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 8(e)(i) subject to four (4) weeks' notice of termination.

## 9 CONSULTATION

- (a) This clause 9 (Consultation) applies if the employer:
- (i) has made a preliminary decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees of the enterprise; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (b) In this clause 9 (Consultation), **relevant employees** means the employees who may be affected by a change referred to in clause 9(a).
- (c) The employer must notify the relevant employees of the preliminary decision to introduce the major change or any proposed change to a regular roster or ordinary hours of work before making a definite decision.
- (d) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (e) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (f) As soon as practicable after making its preliminary decision or proposing a change to a regular roster or ordinary hours of work,, the employer must:
- (i) discuss with the relevant employees:
    1. the introduction of the change; and
    2. the effect the change is likely to have on the employees; and

3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion – provide to the relevant employees:
    1. all relevant information about the change including the nature of the change proposed; and
    2. information about what the employer reasonably believes will be the effects of the change on the employees; and
    3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (iii) invite the relevant employees to give their views about the impact of the change (including, where the change is in relation to a regular roster or ordinary hours of work, any impact in relation to their family or caring responsibilities).
- (g) Where the change is a major change as defined in clause 9(a) above and 9(k) below, the information required at clause 9(f)(ii) is to be provided in writing.
  - (h) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
  - (i) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
  - (j) Having satisfied the requirements of this clause (clause 9) the employer will notify affected employees of its definite decision.
  - (k) In this clause 9 (Consultation) a major change is **likely to have a significant effect on employees** if it results in:
    - (i) the termination of the employment of employees; or
    - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
    - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
    - (iv) the alteration of hours of work; or
    - (v) the need to retrain employees; or
    - (vi) the need to relocate employees to another workplace; or
    - (vii) the restructuring of jobs.

## **PART 3 – EMPLOYMENT CONDITIONS**

### **10 CONTRACT OF EMPLOYMENT**

#### **10.1 Terms of employment**

- (a) All employees shall have a written contract of employment.
- (b) All employees not employed as a casual employee will be employed by the fortnight.
- (c) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (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.
- (f) Except as otherwise provided in this Agreement, the employer is not permitted 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.

#### **10.2 Types of employment**

- (a) An employee may be engaged by the employer as a:
  - (i) Full-time employee;
  - (ii) Part-time employee; or
  - (iii) Casual employee.

#### **10.3 Part-time employment**

- (a) Before commencing part-time employment, Corumbene and the part-time employee will agree in writing the minimum number of hours to be worked, and if applicable, the rostering arrangements which will apply to those hours. Subject to the requirements of clause 25 (Hours of Work - Shiftworkers) and clause 27 (Overtime) of this Agreement, additional ordinary hours above this minimum may be worked where mutually agreed between Corumbene and the employee.
- (b) Part-time employees shall be entitled to annual leave, public holidays and personal leave as prescribed in the applicable clauses of this Agreement.

- (c) The terms of this award 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.

**10.4 Casual employment**

- (a) A casual employee is engaged by the hour.
- (b) Notwithstanding clause 10.4(a) above, if required to attend for work a casual employee must be provided with a minimum of two (2) hours' work for each engagement or paid for a minimum of two (2) hours for each engagement.
- (c) The rate of pay for ordinary hours of work is the ordinary hourly rate, plus a loading in lieu of annual leave, personal leave and public holidays (a "casual loading"). The casual loading does not apply to overtime hours of work.
- (d) A casual employee will be paid shift penalties calculated on the ordinary hourly rate excluding the casual loading with the casual loading component then added to the penalty rate.
- (e) The applicable **casual loading** shall be :
  - 24% from 1 July 2013; then
  - 25% from 1 July 2014 and thereafter.
- (f) Casual employees must not be placed on a roster for a period in excess of six (6) weeks unless engaged to temporarily cover the absence of a full time or part-time employee.

**11 NOTICE OF TERMINATION**

**11.1 Notice of termination by the employer**

- (a) Except in circumstances of misconduct justifying summary dismissal an employee whose employment is terminated at the initiative of the employer shall be given notice of termination of employment, or payment in lieu of notice, by the employer as follows:-

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
3 years or less	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) If the employee is aged over 45 at the time of being given notice, and has been employed for not less than two years with the employer, the employee is entitled to a further weeks' notice in addition to the relevant notice prescribed in clause 11.1(a) above.
- (c) Payment in lieu of notice may be made if all or part of the appropriate period of notice is not required to be worked.
- (d) In calculating any payment in lieu of notice, the salary the employee would have received in respect of the ordinary time that would have been worked during the period of notice will be used.
- (e) The period of notice in this clause (clause 11.1) shall not apply in the case of dismissal for serious misconduct, in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.



- (f) Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee and their employment is terminated at the completion of the traineeship, in the event that the trainee is re-engaged by the employer within six (6) months of such termination the period of traineeship shall be counted as service in determining any future termination.

#### **11.2 Notice of termination by the employee**

- (a) An employee must give a minimum of two (2) weeks' notice of intention to terminate their employment ('the period of notice') to the employer, unless some other arrangement is mutually agreed between the employee and the employer.
- (b) If an employee does not give the period of notice specified in clause 11.2(a) above, or does not work out the period of notice, the employee will only be paid, and entitlements calculated to, the last day of work performed or, if on leave, at the end of the actual period of notice given.

#### **11.3 Discussions prior to decision to terminate employment**

- (a) In circumstances where termination of employment at the initiative of the employer may result, the employer is to notify the employee concerned of the issues in writing and the employee will be given an opportunity to respond to these issues.
- (b) The employee has a right to be represented by a union official and/or any other person of the employee's choice.

#### **11.4 Summary termination**

- (a) Without limiting Corumbene's rights, an employee may be summarily dismissed from their employment for actions amounting to serious misconduct as defined by the *Fair Work Act 2009* and *Fair Work Regulations 2009*.
- (b) Corumbene is not required to provide notice of termination in accordance with clause 11.1(a), or any other notice, if an employee is summarily dismissed from their employment.

### **12 REDUNDANCY PROVISIONS**

- (a) The parties agree that it is not desirable to lose the services of employees through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- (b) **Commitment to consult**
  - (i) The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.
  - (ii) Where the employer has made a preliminary decision that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of employee's income, the employer will consult with affected employees and their representatives (including the unions covered by this Agreement) in accordance with clause 9 (Consultation) of this Agreement.

(c) **Redeployment and Retraining**

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

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

(d) **Notice of Redundancy**

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

<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

- (ii) The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination.
- (iii) The maximum required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of employee's income is four (4) weeks unless clause 12(d)(ii) above applies.

(e) **Redundancy**

- (i) In the event that it is necessary for the employer to make a position(s) redundant, or reduce or alter hours which causes a loss of employees income, the employer will, in the first instance, seek expressions of interest from all employees, in volunteering for a redundancy package.
- (ii) In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.
- (iii) In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing employees. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through

the reduction or alteration of a position's hours which causes a loss of an employee's income, the employer will be entitled to take into account the operational requirements of the business. The employer shall consult with affected employees and their representatives where the employer rejects an application for voluntary redundancy in favour of an involuntary redundancy.

**(f) Redundancy Package**

**Voluntary Redundancies**

- (i) The separation package for employees taking a voluntary redundancy is as follows:
- (1) notice as specified in this clause, or payment in lieu of that notice; and
  - (2) two (2) weeks' pay for each completed year of service and pro rata for an incomplete year of service or as provided for in the NES (whichever is greater); and
  - (3) payment for all accrued annual leave including leave loading.

**Involuntary Redundancies**

- (i) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant employees is as follows:
- (1) Four (4) weeks' pay in lieu of notice;
  - (2) Two (2) weeks' pay for each year of service or part thereof or as provided for in the NES (whichever is greater);
  - (3) Full payment of all accrued annual leave entitlements including leave loading; and
  - (4) Payment of pro rata long service leave after five (5) years of continuous service.
- (ii) Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Agreement) which causes a loss of income the employer will pay a partial redundancy to such employees as are adversely affected as follows:
- Redundancy payment = existing weekly rate – new weekly rate x 2 x years of service and pro rata to 2 weeks for any uncompleted year of service.
- (iii) A week's pay shall mean:
- (1) the hours worked per week as averaged over the preceding three (3) months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary hourly rate for the classification; and
  - (2) any shift penalty as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
  - (3) any all-purpose work related allowances.

**(g) Time off to seek other Employment**

- (i) All employees who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such employees will be granted a minimum of one day's time off without loss of pay during each

week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.

- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(h) **Financial Counselling**

- (i) The employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial adviser agreed to by the employer and the employee.
- (ii) The employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.

## PART 4 – SALARIES AND RELATED MATTERS

### 13 CLASSIFICATIONS

#### 13.1 Classification Definitions

The following definitions apply to the classification structure contained within this Agreement:

- (a) **“Registered Nurse”** means a nurse registered as such with the Australian Health Practitioners Regulation Agency (AHPRA) under the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.
- (b) **“Enrolled Nurse”** means a nurse registered as such with the Australian Health Practitioners Regulation Agency (AHPRA) under the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

#### 13.2 Classification Structure

In this Agreement the following classifications apply:

- (a) **Enrolled Nurse - Level 2– Medication Endorsed** means an Enrolled Nurse holding an endorsement to administer medications issued by AHPRA and who is required by the employer to administer medications.
- (b) **Registered Nurse - Level 1** means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.
- (c) **Registered Nurse - Level 2** means a Registered Nurse who is appointed as such, and:
  - (i) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
  - (ii) has the ability and skills to provide guidance to Registered Nurses - Level 1; and
- (d) **Registered Nurse - Level 3** means a Registered Nurse who is appointed as such, and may be referred to as: Clinical Nurse Consultant or Nurse Manager or Staff Development Nurse.
  - (i) **Clinical Nurse Consultant**  
Coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients/resident with complex care requirements and is accountable for standards of nursing care in a clinical unit;
  - (ii) **Nurse Manager**  
Is responsible and accountable for the management of resources within a management unit;
  - (iii) **Staff Development Nurse**  
Is responsible for the conduct, evaluation and planning of education programmes and/or staff development for a specified group of nurses, or education programmes for patients/clients and others.

- (e) **Registered Nurse - Level 4** means a Registered Nurse who is appointed as such and may be referred to as Assistant Director of Care/Nursing.
- (f) **Registered Nurse - Level 5** means a Registered Nurse who is appointed as Director of Care/Nursing and who is a member of the executive management team, responsible and accountable for the overall coordination of the delivery of care services.

## **14 PROGRESSION THROUGH PAY POINTS**

Progression for all classifications within this Agreement for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1976 hours of experience.

## **15 ACCELERATED ADVANCEMENT**

### **15.1 Entitlement**

- (a) Subject to clause 15.1(b) below, a Registered Nurse - Level 1 shall be entitled to progress one increment on that employee's first appointment following registration under the *Health Practitioners Regulation National Law Act (Tasmania) 2010*, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:
  - (i) an undergraduate degree in nursing; or
  - (ii) registration in another branch of nursing or on another nursing register maintained under the *Health Practitioners Regulation National Law Act (Tasmania) 2010* where the employee is working in a particular practice setting which required the additional registration; or
  - (iii) successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.
- (b) A Registered Nurse - Level 1 who has been advanced once in accordance with (a) shall not be entitled to further advancement under this clause.

### **15.2 Re-Entry Enrolled Nurses**

Following successful completion of the Enrolled Nurse re-entry program and subsequent offer and acceptance of a contract of employment to the employee of an Enrolled Nurse position, all previous nursing experience shall be recognised upon proof of past experience – statement of service/group certificates etc.

### **15.3 Re-Entry Registered Nurses**

Following successful completion of the Registered Nurse re-entry program and subsequent offer and acceptance of a contract of employment to the employee of a Registered Nurse position, all previous nursing experience as a Registered Nurse shall be recognised upon proof of past experience – statement of service/group certificates etc.

#### **15.4 Enrolled Nurse Upgrade to Registered Nurse**

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

#### **16 SALARY INCREASES**

- (a) The salaries of employees covered by this Agreement will be increased as follows fully cumulative:
  - (i) 2.8% from the beginning of the first full pay period commencing on or after 1 July 2014;
  - (ii) 3% from the beginning of the first full pay period commencing on or after 1 July 2015;
  - (iii) 3% from the beginning of the first full pay period commencing on or after 1 July 2016;
- (b) The salary rates are set out in Schedule 1 (Salary Rates) of this Agreement.

#### **17 PAYMENT OF SALARIES**

For the purpose of this clause, **salary** means the ordinary rate for ordinary working hours worked to which an employee is entitled and includes any other payment to which an employee is entitled under the provisions of this Agreement including allowances, leave payments, loadings, shift penalties and overtime.

##### **17.1 Time and interval of payment**

- (a) Salaries are to be paid fortnightly and not later than the close of business on Thursday ('the ordinary scheduled pay day').
- (b) When a pay day falls on a public holiday salaries shall be paid on the last working day before the public holiday.
- (c) The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.

##### **17.2 Method of payment of salaries**

- (a) Payment of salaries shall be by direct bank deposit or some other method determined by the employer, provided that employees shall nominate into which bank or financial institution their salary is to be paid.
- (b) The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.

### **17.3 Statement of salaries**

Within one (1) day of the ordinary scheduled pay day the employer is to provide to each employee full written details of the salary being paid in that pay period.

### **17.4 Deduction of moneys**

Where authorised by an employee in writing, the employer is to make deductions from the employee's salary in respect of and including medical benefits, union subscriptions, and deductions in respect of employee superannuation contributions and salary packaging.

### **17.5 Overpayment of salary**

- (a) Where an employee or the employer discovers an overpayment in relation to the payment of salary or entitlements to an employee, the party discovering the error must notify the other party of the error at the earliest opportunity.
- (b) Once an overpayment has been notified, the employer and the employee will meet to negotiate a reasonable repayment schedule. Should an employee wish, they may bring a representative to any such meetings. The employee will not unreasonably refuse to repay the overpayment amount.
- (c) If agreement is unable to be reached in accordance with clause 17.5(b) above, the dispute resolution process detailed at clause 37 (Dispute Resolution Procedure) of this Agreement shall apply.

### **17.6 Late payment of salaries**

- (a) Except in circumstances beyond the control of the employer, if the employer is unable to pay employee salaries in accordance with clause 17.1(a) above the employer must notify employees at the earliest opportunity. The employer must pay the salaries to employees by the normal method or by cash or cheque within 24 hours of the ordinary scheduled pay day.
- (b) Where the employer is responsible for a delay in payment of salaries beyond the timeframe set out in clause 17.1(a) above, and that delay results in an employee being charged fees or penalties by their nominated bank or financial institution, the employer will reimburse the employee for any fees or penalties so charged. The onus will be on the employee to provide evidence of such charges or fees having been incurred as a result of the delay.

### **17.7 Payment of salary on termination**

- (a) Where an employee's employment is terminated at the initiative of either the employer or employee all salary owing shall, where practicable, be paid on the next working day after the date of termination.
- (b) If payment in accordance with clause 17.7(a) above is not practicable the employer shall arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account within two (2) working days of the date of termination.



## **18 SUPERANNUATION**

### **18.1 Superannuation legislation**

- (a) 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, the default superannuation fund identified at clause 18.4 below shall apply.
- (b) The rights and obligations in this clause supplement those in superannuation legislation.

### **18.2 Employer contributions**

- (a) An employer must make superannuation contributions to a compliant superannuation fund for the benefit of an employee in accordance with the Superannuation Guarantee Charge applicable at the relevant time.
- (b) The employer must pay to the relevant superannuation fund the amount specified in clause 18.2(a) above in accordance with the relevant legislation no later than 28 days after the end of each month.

### **18.3 Voluntary employee contributions**

- (a) 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 or percentage from the post-taxation salary of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2(a) above.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the salary of the employee from the first of the month following the giving of one (1) month's written notice to the employer.
- (c) The employer must pay to the relevant superannuation fund the amount authorised under clauses 18.3(a) or (b) above no later than 28 days after the end of the month in which the authorised deduction was made.

### **18.4 Default superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or 18.3(b) to Hesta Super Fund (Health Employees Superannuation Trust Australia), or any successor to that fund.

## 19 SALARY PACKAGING AND SACRIFICE

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program. The terms and conditions of salary packaging and sacrifice must be subject to the provisions of this clause.
- (b) By agreement with the employer, employees who elect in writing to do so may convert a component of their weekly ordinary time salary to packaged benefits.
- (c) Overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this clause.
- (d) Non salary packaged benefits must be paid for any period for which the employee is paid salary or the equivalent, including but not limited to annual or other leave with pay including long service leave.
- (e) If during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers' compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.
- (f) In the event that the employee ceases to be employed by the employer (including through redundancy) this agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in this Agreement. Any outstanding benefit still due under a Salary Packaging Agreement upon termination will be paid as cash salary benefit.
- (g) Superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time must be calculated on the salary rate contained in this Agreement as if no salary packaging agreement was in place.
- (h) Annual leave loading entitlements must be calculated on the rate of pay contained in this Agreement as if no salary packaging agreement was in place.
- (i) Employees who have entered into a salary packaging agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement.
- (j) Any salary increases under this Agreement, or under any other mechanism that apply to employees covered by this Agreement, are payable to employees covered by a salary packaging agreement. Such increases must be applied to the ordinary rate before salary packaging.
- (k) No employee, as a result of entering into a salary packaging agreement, will receive less, in salary and benefit, than currently provided for in this Agreement.
- (l) In the promotion and implementation of salary packaging to employees the employer will advise each employee in writing:
  - (i) that there is no compulsion for any employee to participate in salary packaging;
  - (ii) that all conditions contained in this Agreement, other than salary packaging, will continue to apply;
  - (iii) of the classification level and the current base salary payable as applicable under this Agreement;

- (iv) that it is recommended that the employee seek financial advice prior to signing any salary sacrifice agreement. The employee must be provided with a copy of any proposed salary packaging agreement prior to the signing of the agreement;
  - (v) of the right of the employee to inspect details of the payments and transactions made under the terms of any agreement and for this purpose, 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 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 for reasons other than legislative requirements then both the employer and the employee must give two (2) months' notice, except in circumstances in which an employee ceases to be employed by the employer.
- (m) In the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's salary will revert to those specified in this Agreement.
  - (n) Salary packaging for all employees covered by this Agreement will only be entered into as provided for by this clause.
  - (o) By agreement with the employer an employee may also sacrifice an amount of their salary, and have that sacrificed amount contributed to a superannuation fund. Where applicable the provisions of this clause will apply to salary sacrifice arrangements.

## **20 ALLOWANCES**

### **20.1 Higher duties and in charge allowance**

- (a) An employee who, for a period of five (5) or more consecutive working days, performs the duties of a position higher than those of the employee's normal position shall be paid the ordinary rate prescribed for the higher position for all time so worked.
- (b) A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit where a Level 3 nurse is normally employed, shall be paid the in-charge allowance specified at Schedule 2 (Allowances) of this Agreement for each shift worked.
- (c) Provided also that the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.
- (d) Provided further that there is no entitlement to this payment if a Registered Nurse Level 3 or above is rostered for duty at the same time and in the same unit.

### **20.2 Post graduate qualification allowance**

- (a) A Registered Nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows –

- (i) for a post graduate hospital or post graduate certificate – 4.0% of the ordinary hourly rate;
  - (ii) for a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the ordinary hourly rate;
  - (iii) a masters or a doctorate – 7.5% of the ordinary hourly rate ;
  - (iv) A post graduate qualification allowance paid in accordance with this sub clause shall be taken into account in calculating overtime and annual leave payments.
- (b) An Enrolled Nurse who holds an Advanced Diploma shall be paid an allowance of 4.0% of the ordinary hourly rate.
  - (c) An employee is entitled to payment of only one qualification allowance.
  - (d) Payment of an allowance under this clause (clause 20.2) is dependent upon the qualification being relevant to the employee’s current area of practice, that the qualification is required by the employer and that the qualification is used in the performance of the employee’s work.

**20.3 Preceptor allowance**

- (a) A level 1 or level 2 Registered Nurse or Enrolled Nurse who acts as a preceptor will receive the payment specified at Schedule 2 (Allowances) of this Agreement per hour whilst acting in this role subject to the following:
  - (i) The Preceptor Program must be approved by the Director of Nursing;
  - (ii) The employee must be an endorsed Preceptor;
  - (iii) Where the employer requires an employee to act as a preceptor the employer will pay all course fees and provide for time off on full pay to attend the preceptorship course.

**20.4 Driving licence allowance**

- (a) An employee directed by the employer to drive vehicles requiring a driving licence is to be reimbursed the cost of the driving licence.
- (b) Provided that this provision does not apply to employees who are required to drive only on an occasional basis.

**20.5 Allowances not to be taken into account**

Allowances specified in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account in calculating overtime and shift penalties and loadings specified in this Agreement.

**20.6 Increase to allowances**

Increases to allowances are detailed in Schedule 2 (Allowances).

## **21 TRAVELLING AND EXCESS FARES**

### **21.1 Travel expenses**

Employees required to travel in the course of their duties are to be reimbursed for all valid and reasonable travelling expenses incurred and all reasonable out-of-pocket expenses.

### **21.2 Vehicle Allowance**

- (a) Where an employee agrees with the employer that they will use their own motor vehicles in connection with the business of the employer, the employee will be reimbursed on a per kilometre travelled basis ('**vehicle allowance**') in accordance with the Australian Taxation Office rates prevailing at the time.
- (b) The employer shall not be liable for any incident, accident or damage sustained to an employee's private vehicle whilst undertaking approved or non-approved work related travel. The vehicle allowance rate includes compensation for all running costs, insurance, wear and tear and all other costs associated with running the vehicle.

### **21.3 Excess fares**

- (a) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.
- (b) An employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home.
- (c) Clause 21.3(b) above does not apply to employees who drive their own vehicles to and from work.

## **22 UNIFORMS**

- (a) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms.
- (b) All uniforms provided to employees remain the property of the employer at all times.

## **PART 5 – HOURS OF WORK**

### **23 THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH**

- (a) The employer will endeavour to implement a thirty-eight (38) hour week in the form of one (1) paid day off in every consecutive period of four (4) working weeks (the 'nineteen (19) day month').
- (b) The paid day off accrued under the nineteen (19) day month is to be rostered to fall on a weekday (i.e. Monday to Friday), and the employer will endeavour to ensure that the accrued day off is rostered to fall either the day before or the day after rostered days off.
- (c) Overtime rates, afternoon and night shift allowances, and the additional rates for work performed on Saturdays, Sundays and public holidays shall be calculated at the ordinary hourly rate.
- (d) Where on a working day an employee is absent without pay twenty-four (24) minutes for each such day of absence shall be deducted from payment of the employee's accrued day off.
- (e) Days of paid absence count toward payment of the accrued day off.
- (f) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

### **24 HOURS OF WORK – DAY WORKER**

- (a) The ordinary weekly hours of work for full time employees are thirty-eight (38) hours.
- (b) The ordinary hours of work specified in clause 24(a) above are to be worked over five (5) days, Monday to Friday in continuous periods of eight hours per day respectively, except for a meal break of not more than one (1) hour's duration, between 7.00am and 7.00pm ('span of hours').
- (c) The span of hours specified in clause 24(b) above may be altered by up to one (1) hour at either end of the day by agreement between the employer and the majority of employees in the workplace, or a section of employees in the workplace.
- (d) Work performed outside of the agreed span of hours will be paid at overtime rates.
- (e) Where a day worker is required to work on a public holiday, payment shall be at the rate of double time (200%) of the ordinary hourly rate for all ordinary hours worked. Casual employees are entitled 200% of the ordinary hourly rate plus casual loading.
- (f) Where a day worker is required to work on a public holiday and is granted paid time off in lieu the loading specified in clause 24(e) above shall not apply.

### **25 HOURS OF WORK – SHIFT WORKERS**

#### **25.1 Hours of Work – General**

- (a) Other than as provided for in clauses 25.1(b) and 25.1(c) below, the ordinary hours of shift workers will be an average of 38 hours per week and are not to exceed –

- (i) 8 in any one (1) day;
  - (ii) 48 in any one (1) week;
  - (iii) 88 in 14 consecutive days for a full-time and casual shift workers or 80 in 14 consecutive days for a part-time shift worker; or
  - (iv) 152 in 28 consecutive days.
- (b) Notwithstanding clause 25.1(a) above, by agreement between the employer and a majority of the employees in a particular work area, the ordinary hours of work for night shift employees may be extended to ten (10) per day, to be paid at the appropriate shift rate.
  - (c) Notwithstanding clause 25.1(a) above, by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of twelve (12) per day subject to health monitoring arrangements being agreed between the parties prior to any change occurring and implemented as a part of any 12 hour shift arrangement.
  - (d) An agreement in accordance with clause 25.1(c) above may be discontinued by either the employer or the employee giving fourteen (14) days written notice.
  - (e) No employee or prospective employee shall be required by the employer to work under the terms of this clause 25.1(c) as a condition of employment except by agreement between the employer and employee.
  - (f) Subject to the requirements of this clause (clause 25.1) shift workers shall by mutual agreement work at such times as required by the employer.
  - (g) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine (9) hours since the employee's previous shift finished.

## **25.2 Daylight saving**

At the changeover of time consequent upon daylight saving in each year:

- (a) employees shall be paid for actual time worked irrespective of the length of the shift; and
- (b) employees paid in accordance with clause 25.2(a) above are not entitled to payment for the one (1) hour lost.

## **26 MEAL BREAKS**

### **26.1 General requirements**

- (a) An unpaid meal break shall be allowed of duration not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee is interrupted during a meal break by a recall to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours. The employee shall receive overtime pay (time and a half (150%) for a Day Worker and double time (200%) for a Shift Worker) for the interrupted meal break. Where a meal break is interrupted by a recall to duty it should be in the case of an emergency or in

situations where the work required cannot wait until after the meal break has been completed.

#### **26.2 Meal Breaks - Day Workers**

- (a) The meal break prescribed in clause 26.1(a) above shall be available to employees who have worked in excess of four (4) hours.
- (b) Subject to existing customs and practices a day worker who is directed to work during their recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and one half (150%) of their ordinary rate.

#### **26.3 Meal Breaks - Shift workers**

- (a) The roster shall clearly show the time span of the employees unpaid meal break which shall be taken between the beginning of the fourth (4) hour and the end of the sixth (6) hour.
- (b) A day shift worker shall have their meal break between the hours of 12.00 midday to 2.00 pm.
- (c) The provisions of clauses 26.3(a) and 26.3(b) may be altered by agreement between the parties to allow for special circumstances.

#### **26.4 When meal breaks are paid**

- (a) All meal breaks are unpaid except where an employee is unable to leave the facility and may be called upon to return to work during a meal break, in which case the meal break will be paid at the employee's ordinary rate plus any applicable shift penalty that applies at that time.
- (b) In situations where a meal break is paid the overtime provisions of clause 26.1(b) above relating to work during a meal break do not apply.
- (c) Where an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours. Where a meal break is interrupted by a recall to duty it should be in the case of an emergency or in situations where the work required cannot wait until after the meal break has been completed.
- (d) In the event that the provision results in employees regularly not receiving meal breaks at all and effectively working straight through a shift then the parties will re-visit this matter.

#### **26.5 Meal Break when required to work overtime**

- (a) Unless the period of overtime is one and a half (1.5) hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at the employee's ordinary hourly rate.
- (b) The employer and an employee may agree to a variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.
- (c) An employee required to work overtime for more than two (2) hours without being notified the previous day or earlier of the requirement to work overtime shall be paid



the meal allowance specified at Schedule 2 (Allowances) of this Agreement or supplied with a meal by the employer.

- (d) This clause will not apply when an employee could reasonably return home for a meal within the meal break.

#### **26.6 Charges for meal provided by employer**

Refer to Schedule 2 (Allowances) for the amount that shall be charged or deducted where employees receive a meal from the employer.

#### **26.7 Tea Breaks**

- (a) In addition to the meal break every employee will be entitled to a paid ten (10) minute tea break in each four (4) hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one twenty (20) minute tea break.
- (c) Tea breaks will count as time worked.

### **27 OVERTIME**

#### **27.1 Requirement to work reasonable overtime**

- (a) Subject to clauses 27.1(b) and 27.1(c) below, an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.
- (b) An employee may decline to work overtime if it would result in the employee working additional hours which are unreasonable.
- (c) Whether any additional hours are unreasonable shall be determined by having regard to:
  - (i) any risk to the employee's health and safety;
  - (ii) the employee's personal circumstances including family responsibilities;
  - (iii) the needs of the employer;
  - (iv) the notice (if any) given by the employer of the requirement to work overtime and by the employee of their intention to refuse it;
  - (v) the usual patterns of work applicable to the employee;
  - (vi) the nature of the employee's role and the employee's level of responsibility; and
  - (vii) any other relevant matter.
- (d) Overtime is not to be worked without the prior approval of the employer. Any agreed overtime must be recorded in writing.

#### **27.2 Payment for working overtime – Day Workers**

- (a) For all time worked in excess of ordinary hours of work specified in clause 24 (Hours of Work – Day Workers) payment is to be made as follows –

- (i) Monday to Saturday inclusive – time and a half for the first two (2) hours and double time (200%) thereafter;
  - (ii) Sunday – double time (200%);
  - (iii) Public holidays – double time and one half (250%).
- (b) An employee who is regularly required to work on public holidays may by agreement with the employer, in addition to any paid time off in lieu granted by the employer, be paid at the rate of time and one half (150%) of the employee's ordinary hourly rate for the first eight (8) hours worked during the employee's spread of hours, and thereafter at the overtime rates specified above.
- (c) That payment for overtime must not in the aggregate exceed the equivalent of double time and a half (250%) of an employee's ordinary hourly rate.

### **27.3 Director of Care/Nursing**

- (a) The Director of Care/Nursing is not entitled to payment for overtime.
- (b) Provided that a Director of Care/Nursing who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Care/Nursing shall be entitled to receive payment for overtime calculated by reference to the relevant rate for the duties being performed for all time so worked.

## **28 ON-CALL ARRANGEMENTS**

### **28.1 Call back**

- (a) An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant overtime rate, as follows:
  - (i) for the first recall a minimum payment of four (4) hours; and
  - (ii) for any subsequent recall a minimum payment of three (3) hours
- (b) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (c) Employees recalled to work within two (2) hours of their normal starting time shall be paid at overtime rates with a minimum payment of two (2) hours at double time (200%).

### **28.2 Close call**

- (a) For the purposes of this clause (clause 28.2) **close call** means an employee being required to be on call for duty and not allowed to leave the workplace.
- (b) An employee may be required by the employer to remain on close call.
- (c) An employee required to remain on close call shall:
  - (i) if not required to commence work be paid a minimum payment equivalent to six (6) hours at the employee's ordinary hourly rate; or
  - (ii) if required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in clause 28.1(a) above.

### **28.3 Remote call**

- (a) For the purpose of this clause (clause 28.3) **remote call** means an employee rostered to be available for either to attend the workplace or to provided telephone advice but allowed to leave the workplace.
- (b) An employee rostered to remain on remote call:
  - (i) is to be paid an allowance in accordance with Schedule 2 (Allowances) of this Agreement for each hour that the employee is required to be available with the minimum payment specified in Schedule 2 (Allowances) per day or shift when so rostered; and
  - (ii) the minimum payment per day or shift in clause 28.3(b)(i) above is to be adjusted by the same percentages and at the same times as the salary increases provided for during the life of this Agreement.
  - (iii) If an employee rostered to be on remote call is recalled to work payment is to be as specified in clause 28.3(b)(i) above, in addition to the allowance specified in clause 28.3(b)(ii) above.

## **29 SHIFT WORKERS**

### **29.1 Afternoon and night shift allowances**

- (a) Shift workers are to be paid the following shift penalty on their ordinary hourly rate for working afternoon or night shifts –
  - (i) afternoon shift – 13%
  - (ii) night shift – 16%
- (b) A shift worker who –
  - (i) during a period of engagement on shift, works night shift only; or
  - (ii) works on night shift for a period in excess of four (4) consecutive weeks; or
  - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;shall for such engagement period or cycle be paid 30% more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift.
- (c) Notwithstanding clause 29.1(b) above, where a shift worker by mutual agreement with the employer works permanently on either an afternoon or a night shift the applicable shift penalties in clause 29.1(a) above shall apply.

### **29.2 Saturday shifts**

- (a) A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half (150%) of the employee's ordinary hourly rate, which shall be in substitution for the shift allowance specified in clause 29.1 above.
- (b) This clause (clause 29.2) shall not prejudice any right of an employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

### **29.3 Sunday and public holiday shifts**

- (a) Shift workers who work on a rostered shift, the major portion of which falls on a Sunday or a public holiday, shall be paid the following loadings –
  - (i) Sundays – at the rate of time and three quarters (175%) of the ordinary hourly rate;
  - (ii) Public holidays – at the rate of double time (200%) of the ordinary hourly rate.
- (b) Provided that these loadings shall be in substitution for, and not cumulative upon, the shift allowance set out in clause 29.1 above.
- (c) The time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.
- (d) Where a shift falls partly on a holiday, the shift the major portion of which falls on a holiday shall be regarded as the holiday shift.
- (e) Where a shift worker is required to work on a public holiday and is granted a substitute day the loading specified in clause 29.3(a) above shall not apply.

### **29.4 Broken or split shifts**

- (a) A 'Broken Shift':
  - (i) Is a rostered shift of no more than a total of eight (8) working hours; and
  - (ii) Does not include a double shift.
- (b) Broken shifts may be worked by mutual agreement between the employer and the employee(s) concerned and the work performed will be at the applicable rate of pay for each separate portion of the shift in accordance with clause 29.1(a) above.
- (c) All work performed by an employee beyond the maximum span of 12 hours for a broken shift will be paid at double time.

### **29.5 Part-time shift workers – work outside rostered shifts**

- (a) The provisions of this clause apply to part-time shift workers.
- (b) Where an employee is directed to work shifts other than in accordance with this clause the employee shall be entitled to overtime payments as specified by this clause.
- (c) If an employee agrees to vary their rostered shifts such work shall not attract overtime rates provided that the variation does not result in the ordinary hours of work specified in clause 25.1 being exceeded.
- (d) Any time worked in excess of eight hours per day shall be paid at double time (200%).

### **29.6 Rosters**

- (a) There is to be a shift roster which must –
  - (i) rotate provided that the employer may agree to a non-rotating roster in order to accommodate an employee's personal circumstances from time to time;

- (ii) not roster any employee to work for more than eight (8) shifts in any nine (9) consecutive days;
  - (iii) stipulate a twenty-eight (28) day roster period which is to include an accrued day off in addition to eight (8) rostered days off;
  - (iv) make provision for a minimum of two (2) consecutive days off each week except where alternative arrangements are made by agreement between the employer and the employee(s) concerned; and
  - (v) not be changed without a minimum of four (4) weeks' notice.
- (b) By agreement between the employer and the employee(s) concerned changes to rosters may occur without the four (4) weeks' notice specified in clause 29.6(a)(v) above.
  - (c) An employee's place on a roster shall not be changed except with one (1) weeks' notice of such a change, or payment of the relevant overtime rate.

#### **29.7 Handover**

- (a) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of forty-five (45) minutes in any twenty-four (24) hour period is to be paid for handover.
- (b) If handovers are completed in less than forty-five (45) minutes only the time actually worked shall be paid.
- (c) Provide that if handovers exceed forty-five (45) minutes no additional payment shall be made.
- (d) Handover time is to be paid at the rate applying to the shift worked by the employee except that overtime rates shall not apply.

#### **29.8 Overtime - Shift workers**

- (a) A shift worker will be paid double time (200%) for all work performed outside the ordinary hours of work specified in clause 25.1 (Hours of Work – General) above.
- (b) The payment referred to in clause 29.8(a) above shall not apply in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to rotation of shifts.
- (c) In circumstances where the employer is given less than four (4) hours' notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designated time, the unrelieved worker is to be paid at the rate of time and one half (150%) for the additional time worked until four (4) hours has elapsed from the time notice was given to the employer.
- (d) For all time worked in excess of the four (4) hour period referred to in clause 29.8(c) above the unrelieved shift worker is to be paid at the rate of double time (200%).
- (e) Provided further that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time (200%) until relieved.

#### **29.9 Rest period after overtime**

- (a) Where employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

- (b) Employees, other than casual employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least eight (8) consecutive hours off duty between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight (8) consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.
- (c) If at the direction of the employer an employee resumes or continues work without having had eight (8) consecutive hours off duty as specified in clause 29.9(a) above, the employee shall be paid at double time (200%) until released from duty and shall then be entitled to eight (8) consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

## **PART 6 – LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS**

### **30 ANNUAL LEAVE**

- (a) Annual Leave is a matter provided for in the NES (Division 6 – Annual Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Annual leave accrues progressively throughout the year and is credited fortnightly.
- (c) Unless specifically stated, the provisions of this clause apply to an employee, other than a casual employee.
- (d) Part-time employees accrue and utilise leave entitlements on a pro-rata basis in accordance with clause 10.3(c) (Part-time employment) of this Agreement.

#### **30.1 Period of leave**

**(a) Day workers**

An employee is entitled to four (4) weeks' paid annual leave for each twelve (12) months' continuous service.

**(b) Shift workers**

An employee who is a shift worker and who works at least twenty Saturdays or Sundays or any combination of Saturdays and Sundays totalling twenty in any one (1) leave year shall be allowed, in addition to the four (4) weeks' annual leave prescribed in clause 30.1(a) above, an extra one (1) week of annual leave.

**(c) Director of Nursing/Care**

The Director of Nursing/Care is entitled to a period of five (5) weeks' annual leave for each twelve (12) months continuous service.

#### **30.2 Annual leave exclusive of public holidays**

- (a) Annual leave taken shall be exclusive of public holidays.
- (b) However, a shift worker, including a part-time shift worker, shall have added to the entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that employee, would have been a rostered day off.
- (c) Notwithstanding clause 30.2(b) above, a part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee is rostered to work.

#### **30.3 Annual leave may be taken in more than one period**

Annual leave is to be granted and taken in one consecutive period, or any combination of periods agreed between the employer and employee.

### **30.4 Time of taking leave**

Annual leave will be given and taken within six (6) months of the employee becoming entitled to annual leave of more than five (5) weeks.

### **30.5 Payment in lieu of annual leave**

- (a) An employee may request in writing a payment in lieu of annual leave provided that the employee's accrued leave following payment is at least four (4) weeks.
- (b) Any payment made in lieu of annual leave is to include payment for any applicable leave loading or allowance that would have been payable if the leave was taken and not paid in lieu.
- (c) Each agreement to cash out a particular amount of paid annual leave must be by agreement in writing between the parties.
- (d) When considering a request by an employee for a payment in lieu of annual leave, the employer will not approve a request where the employee has not taken a minimum of ten (10) working days leave (which may be made up of annual leave, long service leave or a combination thereof) in the twelve (12) months immediately preceding the request. The employer may waive this requirement if the employee can demonstrate that there is a pressing domestic or financial necessity underpinning their request.

### **30.6 Payment for period of leave**

- (a) When going on annual leave employees are to be paid the amount of salary they would have received in respect of the ordinary hours of work which they would have worked if not for taking leave, unless otherwise specified by the employee.
- (b) Payment for annual leave shall be made on the applicable pay day that would have applied if it weren't for the period of leave.

### **30.7 Payment on termination**

An employee is entitled to payment of any accrued annual leave entitlement and accrued annual leave loading on termination of employment, calculated at the employee's ordinary hourly rate.

### **30.8 Annual leave loading**

For any period of annual leave an employee is to be paid leave loading, calculated as follows:

#### **(a) Day worker**

An employee who, if not taking annual leave would otherwise have worked on day work only, a loading of 17.5% of the employee's ordinary hourly rate, plus any higher duty allowance or other all-purpose payment to which the employee is entitled;

#### **(b) Shift worker**

(i) An employee who, if not taking annual leave would otherwise have worked on shift work only, a loading of 17.5% of the employee's ordinary hourly rate, plus any higher duty allowance or other all-purpose payment to which the employee is entitled.

(ii) However an employee who would have received shift payments as specified in clause 29 (Shift workers) of this Agreement had the employee not been on



annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the employee's ordinary hourly rate, then the employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the employee would have received in accordance with the employee's projected shift roster.

### **30.9 Maximum period for which loading is payable**

The annual leave loading is payable:

- (a) for day workers – on a maximum period in any one (1) leave year of four (4) weeks annual leave; or
- (b) for shift workers – on a maximum period in any one (1) leave year of five (5) weeks annual leave.

### **30.10 Calculation of continuous service**

For the purpose of this clause (clause 30), continuous service is defined in accordance with the requirements of the FW Act.

## **31 PERSONAL LEAVE**

- (a) Personal Leave is provided for in the NES (Division 7 – Personal/Carer's Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.
- (b) Unless specifically stated, the provisions of this clause apply to an employee, other than a casual employee.
- (c) Part-time employees accrue personal leave progressively and utilise leave entitlements on a pro-rata basis in accordance with clause 10.3(c) (Part-time employment) of this Agreement.

### **31.1 Paid Personal Leave**

Paid personal leave is available to an employee, when they are absent:

- (a) due to personal illness or injury (sick leave); or
- (b) 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 personal illness or injury or who requires care or support due to an unexpected emergency (carers' leave); or
- (c) due to a family violence situation affecting the employee (family violence leave).

### **31.2 Amount of personal leave**

- (a) An employee will accrue up to four (4) weeks (a maximum of 152 hours) of paid personal/carers' leave per year of continuous service.
- (b) An employee's entitlement to paid personal/carers' leave accrues pro-rata based on the employee's ordinary hours of work, and accumulates from year to year.

### **31.3 Sick leave**

An employee who is absent from work because of personal illness, or an injury, is entitled to paid personal leave in accordance with the employee's rostered hours of work, at the employee's ordinary hourly rate exclusive of shift or weekend loadings or overtime subject to the following conditions:

- (a) an employee is not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation;
- (b) the onus is on an employee to demonstrate to the satisfaction of a reasonable person that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed;
- (c) untaken personal leave accumulates from year to year without limitation.

### **31.4 Carer's leave**

- (a) An employee is entitled to take paid carer's leave in respect of a member of the employee's immediate family or household member.
- (b) Employees are entitled to use accrued personal leave as carer's leave to cover absences in circumstances where they need to provide care or support to an immediate family or household member.

### **31.5 Family Violence Leave**

- (a) Family violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member.
- (b) Employees are entitled to use accrued personal leave in circumstances where they are subject to family violence.
- (c) An employee who is supporting an immediate family member or household member in a family violence situation may access carer's leave.

### **31.6 Evidentiary requirements**

- (a) For the purpose of sick leave and carers' leave, where the employer requires an employee to confirm the reason for the absence, the employee will provide a doctor's medical certificate, or in the case of a dental emergency, a dentist's medical certificate.
- (b) If an employee is absent on sick leave on the day immediately preceding or immediately following the accrued day off they shall provide a medical certificate in support of such absence.
- (c) For the purpose of family violence leave, where the employer requires an employee to confirm the reason for the absence, the employee will provide evidence in the form of an agreed document issued by Tasmania Police, a Court, a Registered Medical Practitioner, a Family Violence Support Service or a Lawyer.

### **31.7 Notification Requirements**

- (a) For the purposes of sick leave, an employee must inform the employer as soon as reasonably practicable and, where possible, no less than two (2) hours prior to the commencement of their rostered shift that they will be absent from work due to a

personal illness or injury. The employee must inform the employer of their inability to attend for duty, and as far as is reasonable, the nature of the injury or illness (particularly if the illness has transmission implications for residents, clients or staff) and the estimated duration of the absence. It will not be reasonable to inform the employer of personal illness or injury that is private, sensitive, embarrassing or traumatic.

- (b) For the purpose of carer's leave, the employee shall, wherever practicable, give the employer notice prior to the absence or the intention to take carer's leave, the name of the person requiring care and their relationship to the employee, and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (c) For the purpose of family violence leave, the employee shall, wherever practicable, give the employer notice prior to the absence or the intention to take family violence leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### **31.8 Unpaid Personal leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support for members of their immediate family or household who require care or support because of personal illness or personal injury or because of an unexpected emergency affecting the member. In the absence of agreement, the employee is entitled to leave for up to two (2) days on each occasion.

### **31.9 Casual Employees**

- (a) Subject to the evidentiary and notice requirements in clauses 31.6 and 31.7 above, casual employees are entitled to take unpaid carer's leave to provide care or support for members of their immediate family or household who require care or support because of personal illness or personal injury or because of an unexpected emergency affecting the member.
- (b) The employer and the employee will agree on the period for which the employee will be entitled unpaid carer's leave. In the absence of agreement, the employee is entitled to leave for up to two (2) days on each occasion.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause (clause 31.9). The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **32 COMPASSIONATE LEAVE**

Compassionate Leave is provided for in the NES (Division 7 – Personal/Carer's Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

- (a) An employee (other than a casual employee) is entitled to take up to three (3) days of paid compassionate leave for each permissible occasion when a member of the employee's immediate family or household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life

or dies. The leave may also be taken to spend time with the member of the employee's immediate family or household who has contracted or developed a serious personal illness, or sustained a serious personal injury.

- (b) The employer may grant additional paid compassionate leave where the circumstances justify such additional leave.
- (c) The employer may approve paid compassionate leave for other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, where it can be established that a significant relationship exists.
- (d) The employer may require that an employee provide reasonable evidence of the illness or injury.
- (e) The Compassionate leave for a particular permissible occasion may, where the employer and the employee agree, be taken over broken periods and need not necessarily be taken as one consecutive period of leave.
- (f) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (g) A casual employee will be entitled to take the same leave periods as detailed in clause 32(a) above as unpaid leave.
- (h) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

### **33 PARENTAL LEAVE AND RELATED ENTITLEMENTS**

- (a) Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the NES (Division 5 – Parental Leave and Related Entitlements) and any Paid Parental Leave scheme paid by the Australia Government.
- (b) In addition to the NES the following entitlements apply:
  - (i) an eligible female employee is entitled to fourteen (14) weeks paid maternity leave at the ordinary rate or twenty eight (28) weeks at half pay.
  - (ii) an eligible male employee or non-birth partner is entitled to two (2) weeks paid paternity leave at the ordinary rate or four (4) weeks at half pay. Provided that in the case of a male employee all accrued annual leave and long service leave shall not be unreasonably refused in conjunction with the two (2) weeks paid paternity leave.
- (c) Should the Australian Government provide a Paid Parental Leave entitlement that is more generous than that provided in this Agreement, the Australian Government's entitlement shall apply to the exclusion of clause 33(b) above.

### **34 PUBLIC HOLIDAYS**

- (a) All employees (other than casual employees) are entitled to public holidays in accordance with the Statutory Holiday Act 2000 (Tas).

- (b) Payment for the public holiday mentioned in clause 34(a) above which are taken and not worked, will be at the employee's ordinary hourly rate which would have applied to the employee had they been at work.
- (c) Where an employee is required to work on a public holiday which applies at the employee's usual workplace, but the employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the employee's annual leave entitlement, or the employee may elect to take another working day in lieu of that public holiday.

### **35 COMMUNITY SERVICE LEAVE**

- (a) Community Service Leave will be in accordance with the provisions contained in the NES (Division 8 – Community Service Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Community Service Leave includes jury service, a voluntary emergency service activity (in accordance with s.109 of the *Fair Work Act 2009* (Cth)) or an activity prescribed by the *Fair Work Regulations 2009* (Cth).
- (c) With the exception of clauses 35(d) and 35(e) below all Community Service Leave is unpaid leave.
- (d) **Jury Service**
  - (i) Eligible employees are entitled to receive their applicable ordinary hourly rate for attending Jury Service (limited to ten (10) days maximum under the NES).
  - (ii) The employee shall notify the employer as soon as practical of the date on which they are required to attend for Jury Service. The employee will also provide the employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.
  - (iii) Upon notification to attend for Jury Service, the employee is required to submit a Leave Application Form.
- (e) **Voluntary Emergency Activity**

To be eligible for this form of leave, an employee must be a member of a recognised emergency management body and is engaged in an activity that involves dealing with an emergency or natural disaster. This form of leave is generally unpaid and is subject to the provisions of the NES, however, an employee may utilise two (2) days of their paid personal leave entitlement per annum for the purposes of this clause.

### **36 PROFESSIONAL DEVELOPMENT AND STUDY LEAVE**

All parties to this Agreement will actively encourage and facilitate professional development, particularly in relation to supporting Registered Nurses and Enrolled Nurses maintaining registration.

## **PART 7 – DISPUTE RESOLUTION**

### **37 DISPUTE RESOLUTION PROCEDURE**

- (a) If a dispute relates to;
  - (i) a matter arising under the Agreement; or
  - (ii) the NES (including subsections 65 and 76 of the FW Act).this term sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause (clause 37).
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, then the matter will be referred to the employer's Chief Executive Officer for discussions aimed at resolving the dispute.
- (e) Following this, if discussions do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (f) The Fair Work Commission may deal with the dispute in 2 stages:
  - (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 1. Arbitrate the dispute: and
    - 2. Make a determination that is binding on the parties.
- (g) Union members are entitled to be represented by their union. Non-members are entitled to be represented by a person of their choosing (which may include a Union) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
- (h) A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- (i) While the parties are trying to resolve the dispute using these procedures:
  - (i) An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

- (ii) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

The work is not safe; or

1. Applicable occupational health and safety legislation would not permit the work to be performed; or
2. The work is not appropriate for the employee to perform; or
3. There are other reasonable grounds for the employee to refuse to comply with the direction.

## **PART 8 – MISCELLANEOUS**

### **38 NOTICE BOARD**

The employer is to permit a notice board to be erected in the workplace(s) for the use of employees and their union representatives.



**SIGNATORIES**

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

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

**FOR THE EMPLOYER**

This Agreement is signed by Mr Damien Jacobs in his capacity as Chief Executive Officer of Corumbene Nursing Home for the Aged Inc.

Mr Damien Jacobs' work address is:  
13 Lower Road  
New Norfolk  
TASMANIA 7140

As the Chief Executive Officer of Corumbene Nursing Home for the Aged Inc., Mr Damien Jacobs has the authority to sign the Agreement on behalf of the employer.

Mr Damien Jacobs  
Chief Executive Officer  
Corumbene Nursing Home for the Aged Inc.



Date

21/2/2014

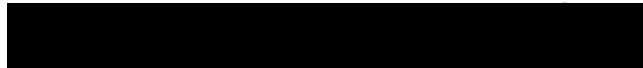
Witnessed by (signature)

*D Blackwell*

Witness name in full

*Denise Mary Blackwell*

Witness address



**FOR THE UNIONS**

This Agreement is signed by Mr Tim Jacobson in his capacity as the Secretary of The Health Services Union, Tasmania No.1 Branch.

Mr Jacobson's work address is:

11 Clare Street  
NEW TOWN TAS 7008

As the Secretary of The Health Services Union, Tasmania No.1 Branch, Mr Jacobson has the authority to sign the Agreement on behalf employees who are members of The Health Services Union, Tasmania No.1 Branch and are employed pursuant to this Agreement.

Mr Tim Jacobson  
Secretary  
Health Services Union, Tasmania No.1 Branch

Date

14/2/14

Witnessed by (signature)

Witness name in full

JAMES EDDINGTON

Witness address

11 CLARE ST  
NEW TOWN  
TAS 7008

This Agreement is signed by Ms Neroli Ellis in her capacity as the Branch Secretary of the Australian Nursing and Midwifery Federation (Tasmanian Branch).


Ms Neroli Ellis work address is:

182 Macquarie Street  
HOBART TAS 7000

As the Branch Secretary of the Australian Nursing and Midwifery Federation (Tasmania), Ms Ellis has the authority to sign the Agreement on behalf employees who are members of the Australian Nursing and Midwifery Federation (Tasmanian Branch) and are employed pursuant to this Agreement.

Ms Neroli Ellis   
Branch Secretary  
Australian Nursing and Midwifery Federation (Tasmanian Branch)

Date 19/2/2014

Witnessed by (signature) 

Witness name in full Jessica Louise Baldwin

Witness address c/- 182 Macquarie Street, Hobart Tas 7000

## SCHEDULE 1 –SALARY RATES

An employee engaged or promoted to a position within a classification or level prescribed in this Agreement shall be paid the salary specified as follows (the ordinary rate).

	FFPP on or after 1 July 2014 (2.8%) \$	FFPP on or after 1 July 2015 (3%) \$	FFPP on or after 1 July 2016 (3%) \$
<b>ENROLLED NURSES</b>			
<b>Enrolled Nurse - Level 2 (Medication Endorsed)</b>			
1st Year of Service	48,257	49,705	51,196
2nd Year of Service	49,188	50,663	52,183
<b>REGISTERED NURSES</b>			
<b>RN Level 1</b>			
1st Year of Service	48,014	49,454	50,938
2nd Year of Service	50,338	51,848	53,404
3rd Year of Service	52,659	54,239	55,866
4th Year of Service	54,982	56,631	58,330
5th Year of Service	57,304	59,023	60,794
6th Year of Service	59,627	61,416	63,258
7th Year of Service	61,947	63,806	65,720
8th Year of Service and thereafter	64,270	66,198	68,184
<b>RN Level 2</b>			
1st Year of Service	66,592	68,590	70,647
2nd Year of Service	68,140	70,184	72,290
3rd Year of Service	69,687	71,778	73,931
4th Year of Service and thereafter	71,236	73,373	75,575
<b>RN Level 3</b>			
1st Year of Service	74,139	76,364	78,654
2nd Year of Service	75,881	78,157	80,502
3rd Year of Service	77,622	79,951	82,349
4th Year of Service and thereafter	79,365	81,746	84,198

<b>RN Level 4</b>			
Grade 1 (0-60 Beds)	88,653	91,312	94,052
Grade 2 (61-90 Beds)	88,653	91,312	94,052
Grade 3 (91-120 Beds)	88,653	91,312	94,052
Grade 4 (121 Beds and above)	95,426	98,289	101,238
<b>RN Level 5</b>			
Grade 1 (1-30 Beds)	88,653	91,312	94,052
Grade 2 (31-60 Beds)	95,426	98,289	101,238
Grade 3 (61-90 Beds)	102,200	105,266	108,424
Grade 4 (91 Beds and above)	109,939	113,238	116,635

## SCHEDULE 2 –ALLOWANCES

	FFPP on or after 1 July 2014 (2.8%) (\$)	FFPP on or after 1 July 2015 (3%) (\$)	FFPP on or after 1 July 2016 (3%) (\$)
<b>Meal Allowance when required to work overtime (Clause 26.5)</b>			
More than 2 hours	6.08	6.26	6.45
<b>Charges for a meal provided by employer (Clause 26.6)</b>			
<i>Lunch or evening meal</i> two or three course	5.45	5.61	5.78
single hot or cold main course	4.36	4.49	4.62
other course e.g. soup, sweet	3.81	3.93	4.05
<i>All breakfasts</i>	3.81	3.93	4.05
<b>Remote Call (Clause 28.3)</b>	1.31 per hour	1.35 per hour	1.39 per hour
<b>Remote Call (Clause 28.3) Minimum per day or shift</b>	12.56	12.94	13.33
<b>Preceptor (Clause 20.3)</b>	\$2.00 per hour fixed for term of Agreement		
<b>Higher Duties - In charge (Clause 20.1)</b>	\$25.00 per shift fixed for term of Agreement		

17 April 2014

Commissioner Lee  
Fair Work Commission  
GPO Box 1994  
Melbourne VIC 3001

Email: [Chambers.lee.c@fwc.gov.au](mailto:Chambers.lee.c@fwc.gov.au)

Dear Commissioner Lee,

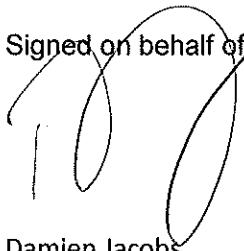
**AG2014/376 - Application for approval of the Corumbene Nursing Home for the Aged Inc., Nurses Enterprise Agreement 2014 - Revised**

I refer to your letter dated 14 April 2014 seeking an undertaking in respect to clause 8 (Flexibility) for the Corumbene Nursing Home for the Aged Inc., Nurses Enterprise Agreement 2014.

Corumbene provides the following Undertaking in respect to clause 8 (Flexibility) in accordance with section 190 of the Fair Work Act 2009 (Cth):

“Corumbene undertakes that subclause 8(e)(i) of the agreement shall be of no effect for the life of the agreement. Corumbene undertakes that the words “if any of the requirements of clauses 8(a), (b), (c) or (d) above are not met” shall have no effect for the life of the agreement, and that subclause 8(f) of the agreement will be of no effect for the life of the agreement.”

Signed on behalf of the employer:



Damien Jacobs  
**Chief Executive Officer**