



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mary's Grange Incorporated T/A Mary's Grange
(AG2014/5825)

MARY'S GRANGE INC. NURSES AGREEMENT 2013

Tasmania

COMMISSIONER LEE

MELBOURNE, 1 JULY 2014

Application for approval of the Mary's Grange Inc. Nurses Agreement 2013.

[1] An application has been made for approval of a single-enterprise agreement known as the *Mary's Grange Inc. Nurses Agreement 2013* (the Agreement). The application was made by Mary's Grange Incorporated T/A Mary's Grange pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] The flexibility provision in clause 33 does not comply with the requirements in section 203 of the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement, and will be appended to the Agreement.

[3] The consultation provision at clause 31 of the Agreement does not specify that consultation must occur regarding a change to regular rosters, as required by ss.205(1)(a)(ii) and s.205(1A) of the Act. In accordance with s.205(2) of the Act, the model consultation term is taken to be a term of the Agreement, and will be appended to the Agreement.

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

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

[6] The Agreement is approved, and, in accordance with s.54 of the Act, will operate from 8 July 2014. The nominal expiry date of the Agreement is 31 October 2016.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code G, AE408889 PR552659>

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



Mary's Grange Inc.

NURSES' ENTERPRISE AGREEMENT 2013

31 March 2014

1 AWARD TITLE

This is the Mary's Grange Inc. Nurses Agreement 2013 ('the Agreement').

2 ARRANGEMENT

- 1 Title of Agreement
- 2 Arrangement
- 3 Commencement Date and Period of Operation
- 4 Scope of the Agreement
- 5 Parties Bound By the Agreement
- 6 Supersession and Severance Provisions
- 7 Savings Clause
- 8 Purpose of the Agreement
- 9 Grievance and Dispute Resolution
- 10 Definitions
- 11 Contract of Employment
- 12 Casual Employees
- 13 Part-Time Employees
- 14 Thirty-Eight Hour Week/Nineteen Day Month
- 15 Hours of Work – Day Workers
- 16 Hours of Work – Shift Workers
- 17 Termination of Employment
- 18 Allowances
- 19 Payment of Wages
- 20 Meal Breaks
- 21 Overtime
- 22 On-Call Arrangement
- 23 Shift Workers - Afternoon and Night Shift, Allowances, Overtime
- 24 Annual Leave
- 25 Personal Leave
- 26 Parental Leave
- 27 Public Holidays
- 28 Travelling and Excess Fares
- 29 Uniforms
- 30 Notice Board
- 31 Consultation Regarding Change
- 32 Redundancy
- 33 Individual Flexibility Provisions
- 34 Long Service Leave
- 35 Payment of Police Checks
- 36 Payment of Annual Influenza Vaccination
- 37 Professional Development
- 38 Community Service Leave
- 39 Union Delegate Rights
- 40 Future Negotiations
- 41 Superannuation
- 42 Salary Packaging and Sacrifice
- 43 Classifications
- 44 Salaries
- 45 Cultural Leave
- 46 Workload Management

Declaration and Signatures

Schedule A – Salary Rates

Schedule B – Allowances Increase

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement will be operational on the seventh day after the date specified on the notice from Fair Work Australia

The Agreement shall remain in force until 31st October 2016, unless terminated or varied by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.

Notwithstanding the above, the employer undertakes to commence payment of the first wage increase due under this Agreement from the first full pay period to commence on or after 1st July 2013.

4 SCOPE OF THE AGREEMENT

This Agreement covers the wages and conditions of nursing staff employed by Mary's Grange Inc. (the employer).

5 PARTIES BOUND BY THE AGREEMENT

This Agreement is binding on –

- (a) the Australian Nursing and Midwifery Federation; and
- (b) the Health Services Union Tasmania No 1 Branch ; and
- (c) Mary's Grange Inc; and
- (d) Employees employed by the employer in positions classified in this Agreement.

6 SUPERSESION AND SEVERANCE PROVISIONS

- (a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the *Fair Work Act 2009 or as amended*. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- (c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- (d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

7. SAVINGS CLAUSE

Unless otherwise varied by this Agreement, any conditions of employment and entitlements which existed for employees covered by this Agreement as at 30 June 2009 will continue to apply provided that where the Modern Award, including any transitional provisions, provides a greater benefit, the greater benefit will apply.

8. PURPOSE OF THE AGREEMENT

The key purpose of the Agreement is to achieve a stable industrial relations framework at the enterprise level of Mary's Grange Inc, in order to assist individuals to improve their efficiency, quality of services and business performance.

The Agreement seeks to create an environment where there can be further investment in the future growth and development of aged care services.

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

9 GRIEVANCE AND DISPUTE RESOLUTION

- (1) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act), or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (2) If the matter cannot be resolved, a party may refer the dispute to Fair Work Australia for resolution using any of its powers (including powers under section 595(3) and 739(4) of the Act).
- (3) Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (4) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (5) While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- (6) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

10 DEFINITIONS

Act means the Fair Work Act 2009, as amended from time to time.

Afternoon shift means a shift finishing between 6.00pm and midnight.

Agreement means the Mary's Grange Inc. Nursing Agreement 2009.

Award means the Nurses Award 2010.

Casual employee means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.

Continuous services has the same meaning as under the Act.

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

(a) 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

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

Employer means Mary's Grange Inc.

Executive staff means Director of Nursing/Care Manager.

Full time employee means someone engaged to work for the full weekly ordinary hours as prescribed in this Agreement.

Immediate family of an employee means:

(a) a spouse (including a former spouse), de facto partner (including a former 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 (including a former spouse) or de facto partner (including a former de facto partner) of the employee.

Member of employee's household in respect of an employee means any person or persons who usually reside with the employee.

NAPSA means a National Agreement preserving a State Award and has the meaning in the Act

NES means National Employment Standards

Night shift means a shift finishing after midnight and before 8.00am.

Part-time employee means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee.

Part-time shift worker means a part-time employee who holds a position on a roster as prescribed in clause 23.10 of this Agreement.

Relevant rate means the salary for an employee's classification as specified in Schedule A of this Agreement.

Relevant hourly rate means the salary for an employee's classification as specified in Schedule A of this Agreement (the relevant rate) divided by 52 and then divided by 38.

Roster means a written roster 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.

The Act means the *Fair Work Act 2009*.

Shift worker means an employee who is required to work rotating shifts in accordance with a roster.

Trainee Enrolled Nurse means an employee undergoing an approved training course in enrolled nursing under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.

Year of service means 1976 ordinary hours worked, and includes all paid leave.

11 CONTRACT OF EMPLOYMENT

- (1) Employment of full time and part-time employees is to be by the fortnight.
- (2) Employees, other than casual employees, are entitled to be paid in respect of any week at their relevant rate as specified in this Agreement, including shift and weekend loadings where applicable, if –
 - (a) due to the act, default or order of their employer they do not work for their full number of ordinary hours; and
 - (b) they are ready, willing and available to work their full number of ordinary hours in that week.

12 CASUAL EMPLOYEES

- (1) For the purposes of this clause and this Agreement, **casual employee** means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (2) A casual employee's engagement is by the hour.
- (3) Notwithstanding (2) above if required to attend for work a casual employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement.

- (4) Where an employer has engaged a casual employee in accordance with this clause the employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time in the case of a day shift, and up to six hours before the scheduled commencing time of either an afternoon or night shift.

PROVIDED THAT if the minimum notice of cancellation of the engagement in (4) above is not given the employee is to be paid three hours pay.

- (5) A casual employee whose engagement is cancelled without the minimum notice specified in (4) above and who has incurred child care fees shall, upon providing the employer with documentary proof of the expenditure so incurred, be reimbursed in full.

PROVIDED THAT a claim for reimbursement must be made to the employer no later than four weeks from the date the expenditure was incurred.

- (6) The rate of pay for ordinary hours of work is the relevant hourly rate, plus a loading of 24% in lieu of annual leave, personal leave and public holidays. Provided that the loading specified herein will increase progressively to 25% from the first full pay period to commence on or after:

1 July 2013	24%
1 July 2014	25%

- (7) Casual employees must not be placed on a roster for a period in excess of six weeks unless engaged to temporarily cover the absence of a full time or part-time employee.

13 PART-TIME EMPLOYEES

- (1) For the purposes of this Clause and this Agreement, **part-time employee** means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee.
- [2] Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (2) Part-time employees accrue annual leave and personal leave on a pro rata basis and are entitled to paid annual leave, personal leave and public holidays at the relevant rate.
- (3) The rate of pay for ordinary hours of work for part-time employees is the relevant hourly rate.
- (4) For work performed on Saturdays, Sundays and public holidays part-time employees are to be paid at the rates specified in Clause 23.

14 THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH

- (1) The employer will endeavour to implement a thirty-eight hour week in the form of one paid day off in every consecutive period of four working weeks (the 'nineteen day month').
- (2) The paid day off accrued under the nineteen 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.

- (3) 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 relevant hourly rate.
- (4) Where on a working day an employee is absent without pay twenty-four minutes for each such day of absence shall be deducted from payment of the employee's accrued day off.
- (5) Days of paid absence on public holidays count toward payment of the accrued day off.
- (6) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

15 HOURS OF WORK – DAY WORKERS

- (1) The ordinary hours of work for full time employees are thirty-eight per week or 76 hours per fortnight.
- (2) The ordinary hours of work specified in (1) above are to be worked over five days, Monday to Friday in continuous periods of eight hours per day respectively except for a meal break of not more than one hour's duration, between 7.00am and 7.00pm.
- (3) Work performed before 7.00am and after 7.00pm is to be paid at overtime rates.

Make Up Time

- (4) An employee may elect, with the agreement of the employer, to work make-up time under which the employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

PROVIDED THAT for the purpose of this Clause, where an employee's ordinary hours of work within the spread of hours 7.00am to 7.00pm have been fewer than thirty-eight in any week, hours worked outside that spread shall be deemed to be part of the employee's ordinary hours of work.

16 HOURS OF WORK – SHIFT WORKERS

- (1) Other than as provided for in (2) and (3) below, the ordinary hours of shift workers are not to exceed –
 - (a) 8 in any one day;
 - (b) 48 in any one week;
 - (c) 88 in 14 consecutive days;
 - (d) 114 in 21 consecutive days; or
 - (e) 152 in 28 consecutive days.

- (2) Notwithstanding (1) above, by agreement between the employer and a majority of the employees in a particular ward or work area, the ordinary hours of work for night shift employees may be extended to ten per day, to be paid at the appropriate shift rate.
- (3) Notwithstanding (1) 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 per day.

PROVIDED THAT such an agreement may be discontinued by either the employer or the employee giving fourteen days written notice.

PROVIDED FURTHER THAT no employee or prospective employee, shall be required by the employer to work under the terms of this sub clause as a condition of employment except by agreement between the employer and employee.

- (4) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine hours since the employee's previous shift finished.

Part-Time Shift Workers

- 5) The number of rostered hours worked by a part-time shift worker shall not exceed:
- (a) 8 in any one day (subject to agreement reached in accordance with subclauses (2) or (3) of this clause);
 - (b) 80 in any fortnight
 - (c) 114 in 21 consecutive days; or
 - (c) 152 in 28 consecutive days
- (6) Where a part-time employee works in excess of those stipulated in (5) above those excess hours are to be paid at double time.

Daylight Saving

- (7) 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 (a) are not entitled to payment for the one hour lost.

Make Up Time

- (8) An employee may elect, with the agreement of the employer, to work make-up time under which the employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

(17) NOTICE OF TERMINATION

- (1) Except for 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 is as follows:-

The notice prescribed is as follows:

Notice of Termination by the Employer

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

Period of Continuous Services	Period of Notice
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, where the employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

(g) Notice of Termination by the Employee

No employee shall, without the consent of the employer, resign without having given fourteen days' notice of intention so to do. If the period of notice is not given, the employee may authorise the employer to deduct an amount equivalent to the period of notice not given.

- (h) Upon the termination of the services of any employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

(i) Instant dismissal

The employer shall have the right to dismiss the employee without notice for conduct that justifies instant dismissal including but not limited to neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

(2) **Discussions Prior To Decision to Terminate Employment**

Where disciplinary action may be necessary due to an employee's alleged misconduct or poor performance, the management representative shall notify the employee of the issues in writing and the employee will be given an

opportunity to respond to these issues. In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file. Depending on the seriousness of the misconduct or poor performance the employer may choose not to issue a first warning and to proceed directly to a final warning.

If the problem continues, or if there are other allegations of misconduct or poor performance, the employee will again be notified in writing of the matter and a response requested from the employee. If appropriate, a final warning in writing will be given to the employee and recorded on the employee's personnel file.

If the problem continues, or if there are other allegations of misconduct or poor performance, the employee may be terminated after the matters have been investigated and reasons sought from the employee.

Summary dismissal of an employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Act 2009*).

During all steps in the Disciplinary Procedure, the employee has the right to representation of his or her choice.

(3) **Records**

Except in the case of serious or wilful misconduct, an employee's personnel records relating to either disciplinary procedure, performance management or formal warning will be disregarded where the period of performance management/disciplinary procedure or warning has elapsed without further warning/s. If an employee has a performance management plan, disciplinary procedure or warning in place for a period greater than twelve months then that employee has the right to seek a review of the action in order to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of the employee's choice.

18 ALLOWANCES

(A) Higher Duties and In Charge Allowance

- (1) An employee who, for a period of five or more consecutive working days, performs the duties of a position higher than those of the employee's normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.
- (2) 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 \$30 for each shift worked.

PROVIDED THAT the in charge responsibility includes all areas of the facility including catering, domestic and care staff.

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 address or location.

(B) Post Graduate Qualification Allowance

- (1) A registered nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows –

- (a) for a post graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate of pay;
- (b) for a post graduate diploma or a degree other than a nursing undergraduate degree – 6.5% of the relevant hourly rate of pay;
- (c) a masters or a doctorate – 7.5% of the relevant hourly rate of pay;

PROVIDED THAT an employee is entitled to payment of only one qualification allowance.

PROVIDED FURTHER THAT payment of an allowance under this sub clause 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.

- (2) A post graduate qualification allowance paid in accordance with this sub clause shall be taken into account in calculating overtime and annual leave payments.

(C) Preceptor Allowance

- (1) An Enrolled Nurse, a Registered Nurse Level 1 or a Registered Nurse Level 2 who acts as a preceptor shall be paid an allowance of \$2.00 per hour for all time spent so acting, subject to the following –
 - (a) the preceptor program must be approved by the employer; and
 - (b) the employee must be a qualified preceptor; and
 - (c) where an employer requires an employee to act as a preceptor the employer will pay all course fees and provide time off on full pay for the employee to attend the preceptor course.

(D) Meal Allowance When Required To Work Away From Usual Workplace

- (1) Where employees are required to travel away from their usual worksite and are more than sixteen kilometres away from that worksite at their usual meal time they are to be paid a meal allowance for any meal purchased as follows –
 - (a) breakfast – **\$8.62**;
 - (b) lunch or midday meal – **\$9.52**;
 - (c) dinner or evening meal – **\$16.77**

(E) Driving Licence Allowance

- (1) An employee directed by the employer to drive vehicles requiring a driving licence is to be reimbursed the cost of the driving licence.

PROVIDED THAT this provision does not apply to employees who are required to drive only on an occasional basis.

(F) Meal Allowance When Required to Work Overtime

- (1) An employee required to work overtime for more than two hours without being notified the previous day or earlier of the requirement to work overtime shall be paid a meal allowance of **\$11.37** or supplied with a meal by the employer.

(G) Allowances Not To Be Taken Into Account

- (1) 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 loadings specified in this Agreement.
- (2) Sub clause (1) above notwithstanding, the loading payable to casual employees is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

PROVIDED THAT the charges specified in sub clauses 18(D) and (F) will increase by the same percentage(s) on the first full pay period commencing 1 July as the percentage(s) that will apply to increases to salary rates during the life of this Agreement.

19 PAYMENT OF WAGES

- (1) For the purpose of this Clause **wages** means the relevant 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, loadings and overtime.

Time And Interval Of Payment

- (2) Wages are to be paid fortnightly during working hours and not later than Thursday.
- (3) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- (4) The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.

Method Of Payment Of Wages

- (5) Payment of wages 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 wages are to be paid.
- (6) The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.

Statement Of Wages

- (7) On or before pay day the employer is to provide to employees full written details of the wages being paid in that pay period.

Deduction Of Moneys

- (8) Where authorised by an employee in writing, the employer is to make deductions from the employee's wages in respect of medical benefits and deductions in respect of superannuation and salary packaging.
- (9) Where on termination of employment an employee owes money to the employer, including the cost of unreturned uniforms and other property of the employer, the employee may authorise the employer to deduct any owed money from the employee's final pay.

For the purpose of clarity **owed money** is taken to include unrecovered overpaid wages.

Late Payment Of Wages

- (10) Except in circumstances beyond the control of the employer, and subject to (12) below, an employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid the appropriate overtime rate after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.
- (11) Payment at the appropriate overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

Agreed Alternative Arrangements - No Waiting Time Payment To Apply

- (12) The provisions for payment of waiting time of (10) and (11) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment to be made.

PROVIDED THAT if the employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of (10) and (11) above until such time as the employee's wages are paid.

Payment of Wages on Termination

- (13) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.
- (14) If payment at the time of termination is not practicable the employer shall, on the next working day of the pay office 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.
- (15) Except in circumstances beyond the employer's control, if an employee's outstanding pay and entitlements upon termination are not paid within the time specified in (14) above, any time spent waiting to be paid after the date of termination shall be paid for at the relevant hourly rate up to a maximum of 7.6 hours a day for each day that the employee is kept waiting for payment and shall continue until the time that payment is made.

20 MEAL BREAKS

Meal Times – Day Workers

- (1) The minimum time allowed for meals shall be half an hour.

Work During Meal Break

- (2) Subject to existing custom and practice day workers who are directed to work during their usual meal break shall, for all work performed during such period

and until a meal break is allowed, be paid at the rate of time and one half of their relevant rate.

- (3) An unpaid meal break of not less than half an hour and not more than one hour shall be allowed on each day for employees who have worked in excess of four hours.

In addition, employees will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer. The two 10-minute breaks may be combined by agreement and taken as one break of 20 minutes.

- (4) Where employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.
- (5) Unless agreed otherwise between the employer and employee(s), employees who are not relieved shall be paid at the rate of time and a half of the relevant hourly rate for the period of the meal break and until relieved.

Meal Break When Required To Work Overtime

- (6) Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at the relevant rate.

PROVIDED THAT an employer and an employee may agree to any 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.

Charges For Meal Provided By Employer

- (7) The maximum amount that shall be charged or deducted where employees receive a meal from their employer shall be:

(a)	lunch or evening meal –	\$
	(i) two or three course	5.95
	(ii) single hot or cold main course	4.85
	(iii) other course (i.e. soup, sweet)	4.35
(b)	all breakfasts	4.35

PROVIDED THAT where a meal is provided as above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments.

- (2) PROVIDED THAT the charges specified in sub clause (7) will increase by the same percentage(s) on the first full pay period commencing 1 July as the percentage(s) that will apply to increases to salary rates during the life of this Agreement.

21 OVERTIME**Requirement To Work Reasonable Overtime**

- (1) Subject to (2) below an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.
- (2) An employee may decline to work overtime if it would result in the employee working hours which are unreasonable having regard to:
 - (a) any risk to the employee's health and safety;
 - (b) the employee's personal circumstances including family responsibilities;
 - (c) the needs of the employer.
 - (d) the notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (3) Overtime is not to be worked without the prior approval of the employer.

Payment For Working Overtime – Day Workers

- (4) For all time worked in excess of ordinary hours of work, payment, except for shift workers is to be made as follows –
 - (a) Monday to Saturday inclusive – time and a half for the first two hours and double time thereafter;
 - (b) Sunday – double time;
 - (c) Public Holidays – double time and one half.

PROVIDED THAT 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 of the relevant rate for the first eight hours worked during the employee's spread of hours, and thereafter at the overtime rates specified above.

PROVIDED FURTHER that payment for overtime must not in the aggregate exceed the equivalent of double time and a half of an employee's relevant rate.

Part-Time Employees - Work Performed Outside Spread Of Hours

- (5) Part-time day workers who work outside the specified spread of hours are to be paid as follows –
 - (a) Monday to Saturday inclusive – time and one half for the first two hours, double time thereafter;
 - (b) Sunday – double time;
 - (c) Public Holidays – double time and a half.

Director of Nursing/Care Manager

- (6) The Director of Nursing/Care Manager is not entitled to payment for overtime.

PROVIDED THAT a Director of Nursing/Care Manager who work overtime on rostered nursing duties in excess of her ordinary duties as Director of Nursing/Care Manager 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.

Calculation Of Overtime To Be Based On Agreement Rates

- (7) Casual employees are to be paid overtime at the relevant hourly rate.

Time Off In Lieu Of Payment For Overtime

- (8) By agreement between the employer and an employee, time off in lieu of overtime may be taken at the equivalent overtime rate.

PROVIDED THAT that such an agreement may, be discontinued at the request of either the employer or the employee.

- (9) Where time off in lieu of overtime has not been taken within four weeks of its accrual the employer shall, if so requested by an employee, pay the employee the overtime rates that would have applied if the employee had not elected to take time off in lieu of that overtime.

22 ON-CALL ARRANGEMENT

Call Back

- (1) 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 at the appropriate overtime rate as follows:
- (a) for the first recall a minimum payment of four hours at overtime rates; and
 - (b) for any subsequent recall a minimum payment of three hours at overtime rates.
- (2) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (3) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

Close Call

- (4) For the purposes of this Clause **close call** means an employee being required to be on call for duty and not allowed to leave the workplace.
- (5) An employee may be required by the employer to remain on close call.
- (6) An employee required to remain on close call shall –
- (a) if not required to commence work be paid a minimum payment equivalent to six hours at the employee's relevant rate; or
 - (b) 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 (1) above.

Remote Call

- (7) For the purpose of this Clause **remote call** means an employee rostered to be available for call but allowed to leave the workplace.
- (8) An employee rostered to remain on remote call
- (a) is to be paid \$1.32 for each hour that the employee is required to be so available, with a minimum payment of \$12.71 per day or shift when so rostered; and
- (b) the minimum payment per day or shift in (a) is to be adjusted by the same percentage(s) on the first full pay period commencing 1 July as the percentage(s) that will apply to increases to salary rates during the life of this Agreement.
- (9) If an employee rostered to be on remote call is recalled to work payment is to be as specified in (1) above, in addition to the allowance specified in (8) above.

23 SHIFT WORKERS

Afternoon And Night Shift Allowances

- (1) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts –
- (a) afternoon shift –15%;
- (b) night shift – 15.0%.
- (2) A shift worker who –
- (a) during a period of engagement on shift, works night shift only; or
- (b) works on night shift for a period in excess of four consecutive weeks; or
- (c) 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 relevant rate for all time worked during ordinary working hours.

Saturday Shifts

- (4) 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 of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in (1) above.

PROVIDED THAT this sub clause 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.

Sunday And Holiday Shifts

(5) 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 –

- (a) Sundays – at the rate of double time of the relevant hourly rate;
- (b) Public Holidays – at the rate of double time of the relevant hourly rate.

PROVIDED THAT these loadings shall be in substitution for, and not cumulative upon, the shift allowance set out in sub clause (1) above.

- (6) 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.
- (7) 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.
- (8) Where a shift worker is required to work on a public holiday and is granted a substitute day the loading specified in sub clause (5) above shall not apply.

Broken Or Split Shifts

(9) Broken shifts may be worked by agreement between the employer and the employee(s) concerned.

PROVIDED THAT work performed outside the spread of ordinary working hours on a broken shift is to be paid at double time.

Part-Time Shift Workers – Work Outside Rostered Shifts

(10) The provisions of this clause apply to part-time shift workers.

PROVIDED THAT if an employee by choice or agreement with the employer works outside rostered shifts such work shall not attract overtime rates.

PROVIDED FURTHER THAT any time, worked in excess of the ordinary hours of work specified in subclause 16(5) shall be paid at double time.

(11) 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.

Rosters

(12) There is to be a shift roster which must –

Rotation

- (a) make provision for rotation unless all of the employees concerned desire otherwise; and

Number Of Shifts

- (b) not roster any employee to work for more than eight shifts in any nine consecutive days; and

Roster Period

- (c) stipulate a twenty-eight day roster period which is to include an accrued day off in addition to eight rostered days off; and

Minimum Number Of Days Off

- (d) make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the employer and the employee(s) concerned; and

Change To Roster

- (e) not be changed without a minimum of four weeks notice.

PROVIDED THAT by agreement between the employer and the employee(s) concerned changes to rosters may occur without the four weeks notice specified in (c) above.

PROVIDED FURTHER that an employee's place on a roster shall not be changed except with a week's notice of such a change, or payment of the relevant overtime rate for the period of notice not given. The week's notice shall not apply where the employee's place on a roster is changed by mutual agreement.

Relief Staff

- (13) Staff required to provide relief on accrued days off are to be regarded as shift workers for all purposes of this Agreement except for an entitlement to additional annual leave.

Meal Break

- (14) A roster must show the time span of employees' unpaid meal breaks for employees who have worked for more than four hours.

The employer shall be required to nominate at the time a shift roster is established which rosters or shifts will be eligible for a paid meal break after a shift roster has been established, including an unpaid meal break, paid meal breaks may also apply by mutual agreement.

- (15) The unpaid meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.

PROVIDED THAT a day shift worker's meal break is to be taken between 12.00 midday to 2.00 p.m.

PROVIDED THAT notwithstanding this Clause agreement may, be reached between the employer and the employee(s) for different arrangements to allow for special circumstances.

- (16) Meal breaks are unpaid except –

- (a) if an employee is required/designated to remain at the workplace and may be called upon to return to work during a meal break, in which circumstances the meal break is to be paid.

- (17) If 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 the ordinary working hours.

PROVIDED THAT the circumstances in which an employee is called to duty during a meal break shall be emergency situations or other circumstances where the work required cannot wait until after the meal break has been completed.

PROVIDED FURTHER THAT unless agreed between the employer and employee a shift worker who is called upon to work during a meal break for the period of the meal break and until such time the employee is relieved, shall be paid at the relevant hourly rate of time and a half of their relevant hourly rate.

Tea Breaks

In addition to the paid or unpaid meal break, employees will be entitled to a paid ten minute tea break in each four hours worked at a time to be agreed between the employee and employer.

Handover

- (18) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 45 minutes in any twenty-four hour period is to be paid for handover.

PROVIDED THAT if handovers are completed in less than forty-five minutes only the time actually worked shall be paid.

PROVIDED FURTHER that if handovers exceed forty-five minutes no additional payment shall be made.

- (19) Handover time is to be paid at the rate applying to the shift worked by the employee except that overtime rates shall not apply.

Overtime

Payment For Overtime

- (20) For work performed by shift workers outside the ordinary hours of their shifts, double time is to be paid, provided a minimum of eight ordinary hours has been worked on that day.

PROVIDED THAT this payment shall not apply in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to rotation of shifts.

- (21) In circumstances where the employer is given less than four 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 for the additional time worked until four hours has elapsed from the time notice was given to the employer.

PROVIDED THAT for all time worked in excess of that four hour period the unrelieved shift worker is to be paid at the rate of double time.

PROVIDED FURTHER that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

Rest Period After Overtime

- (22) Where employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (23) 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 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 consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.
- (24) If at the direction of the employer an employee resumes or continues work without having had eight consecutive hours off duty as specified in (23) above, the employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

Calculation Of Overtime

- (25) An employee paid a loading in lieu of personal leave, annual leave and public holidays who works overtime is to be paid at double the relevant hourly rate for any overtime so worked.

24 ANNUAL LEAVE

Period Of Leave

Day Workers

- (1) Full time employees working a thirty-eight hour week are entitled to 152 hours annual leave after twelve months continuous service, less the period of annual leave, to be taken in a period of twenty-eight consecutive days, except where otherwise permitted under this Agreement.

Shift Workers

- (2) Shift workers who work on 20 weekend days in any one leave year shall be allowed, in addition to the 152 hours prescribed in sub clause (1) above, an extra thirty-eight hours annual leave, to be taken in a period of seven consecutive days including non-working days.

PROVIDED THAT if an employee with twelve months' continuous service is engaged for part of that period as a shift worker, the employee's entitlement to annual leave, in addition to the 152 hours prescribed in sub clause (1) above, is to be increased by 3.8 hours for each month the employee has been continuously engaged as a shift worker.

- (3) **Director of Nursing/Care Manager**

The Director of Nursing/Care Manager is entitled to a period of twenty-five working days annual leave after twelve months continuous service, less the period of annual leave.

Annual Leave Exclusive Of Public Holidays

- (4) Annual leave taken shall be exclusive of public holidays.

PROVIDED THAT 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.

- (5) Notwithstanding sub clause (4) 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.

Annual Leave May Be Taken In More Than One Period

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

PROVIDED THAT annual leave taken as single days shall not exceed five in any calendar year.

Employees shall not be required to take annual leave during any period of shutdown except by mutual consent.

Time Of Taking Leave

- (7) Annual leave shall be taken at a time agreed by the employer and the employee. Subject to reasonable notice, the employer may require an employee to take a

period of paid annual leave where the employee has accrued excessive annual leave, subject to the employer and employee first meeting to discuss when the leave may be able to be taken by agreement.

Cash Out of Annual Leave

- (8) (a) The employer may agree to an employee cashing out a particular amount of the employee's accrued paid annual leave.
- (b) The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (c) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.
- (d) The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone (including any leave loading that would otherwise have been payable.)

Payment For Period Of Leave

- (9) Before going on annual leave employees are to be paid the amount of wages 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.
- (10) Payment for annual leave is to be made not later than 12 noon on the last day of work prior to the employee going on leave.

Payment for Annual Leave On Termination Of Employment

- (11) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave calculated to the date of termination, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave (including any leave loading).

Annual Leave Loading

- (12) For any period of annual leave an employee is to be paid a loading, calculated as follows –

Day Worker

- (a) 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 relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the employee is entitled;

Shift Worker

- (b) 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 relevant rate, that rate to include any higher duty allowance or other all purpose payment to which the employee is entitled.

PROVIDED THAT an employee who would have received shift payments as specified in Clause 23 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 relevant 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.

Maximum Period For Which Loading Is Payable

- (c) The annual leave loading is payable –
 - (i) for day workers – on a maximum period in any one leave year of four weeks annual leave;
 - (ii) for shift workers – on a maximum period in any one leave year of five weeks annual leave.

Deferral Of Payment Of Leave Loading

- (d) The employer and an employee may agree to defer payment of the annual leave loading in respect of single day absences on annual leave until the employee has taken at least five consecutive days of annual leave.

Annual Leave Exclusive Of Certified Personal Leave

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

25A PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in subclause [5] – Unpaid Carer's Leave.

[1] Entitlement

- (a) An employee may take paid personal/carers' leave if the leave is taken:
 - (i) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (A) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member
- (b) Full time employees are entitled to 152 hours paid personal/carers' leave for each year of continuous service subject to the following provisions:

- (A) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (B) Any personal leave taken by the employee is deducted from the employee's personal/carer's leave credit.
- (C) Untaken paid personal/carer's leave accumulates from year to year to a maximum of 15 days per leave year.

Example:

An employee in their first year of employment accrues 20 days' personal leave. Despite the employee having a leave balance of 20 days only 15 days is carried over to the second leave year.

In the second year the employee takes no personal/carer's leave and accrues an entitlement of 20 days in that year. 15 days is carried over to the next leave year providing a total leave balance of 30 days (15 +15).

- (C) Accrued personal leave is not payable upon termination of employment.

[2] Personal Leave for Personal Injury or Illness (Sick Leave)

- (a) An employee may take paid personal leave if the leave is taken because of personal injury or illness subject to the following:
 - (i) personal leave is paid at the employee's base rate of pay exclusive of shift or weekend loadings or overtime;
 - (ii) employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation;
 - (iii) employees must as soon as possible prior to going on personal leave inform the employer of their inability to attend for duty, and as far as is reasonable advise the nature of the injury or illness and the estimated duration of the absence;
 - (iv) the onus is on employees 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;
PROVIDED THAT employees are entitled to have three (3) days of personal/carers leave without a certificate per annum.

PROVIDED FURTHER THAT employees are entitled to have an additional three (3) days of personal/carers leave by providing a statutory declaration, per annum.

PROVIDED ALWAYS for the purpose of personal leave and carers' leave, where the employer requires an employee to confirm the reason for the absence, the employee may provide a doctor's certificate, a certificate from a registered Medicare provider, or a statutory declaration.

- (v) If an employee is absent on personal leave on the day immediately before or after an accrued day off the employee must provide a doctor's certificate, a certificate from a registered Medicare provider, or a statutory declaration in respect of the absence.

[3] Personal Leave to Provide Care or Support for an Immediate Family or Household Member (Carer's Leave)

- (a) Subject to subclause (b) an employee is able to use their personal/carer's leave entitlement, including any accrued leave, to provide care or support to a member

of the employee's immediately family or household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

(b) Evidence and Notice Provisions

- (i) Wherever practicable employees are to give the employer prior notice of the need for them to take carer's leave, and the estimated period of absence on carer's leave, but where this is not practicable employees must inform the employer as soon as possible on the first day of any such absence.
- (ii) If required by the employer, employees are to provide, a medical certificate or some other form of proof confirming the illness of the person for whom they claim paid carer's leave.

[4] Unpaid Carer's Leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

25B COMPASSIONATE LEAVE

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

- (1) An employee (other than a casual employee) is entitled to take up to three 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 the member's life.
- (2) The Employer may grant additional paid compassionate leave where the circumstances justify such additional leave.
- (3) 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.
- (4) The Employer may require that an employee provide reasonable evidence of the illness or injury.
- (5) An employee may take compassionate leave for a particular permissible occasion if the leave is taken to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury.

-
- (6) 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.
 - (7) 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.
 - (8) This clause will have no effect while the period of entitlement to compassionate leave coincides with any other period of entitlement to leave.
 - (9) A casual employee will be entitled to take the same leave periods as detailed in subclause (1) above as unpaid leave.
 - (10) 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.

25C BEREAVEMENT LEAVE

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

- (1) Employees (other than casual employees) are entitled to ten days paid leave on the death of a mother, father, spouse or de facto partner or child, with discretion for the employer to grant additional paid leave.
For the purpose of this clause the word partner includes a spouse or defacto partner (or former spouse or de facto partner).
- (2) Employees (other than casual employees) are entitled to three days paid leave, up to and including the day of the funeral, in respect of the death of a member of the employee’s immediate family (excluding those members identified in subclause (1) herein) or household including the employee’s brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother and grandchild, with discretion for the employer to grant additional paid leave.

This sub-clause will not apply where the period of entitlement to leave coincides with any other period of entitlement to leave, including on a rostered day off but excluding annual leave.

- (3) The employer may approve paid bereavement leave on the death of other persons not mentioned above where it can be established that a significant relationship existed.
- (4) A casual employee will be entitled to take the same leave periods as detailed in subclauses (1) and (2) above as unpaid leave.

The 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.

- (5) **Evidence Requirements**
The employer may request evidence from the employee of the death in the form of a death notice, or other written evidence to the satisfaction of the employer.

- (6) Unpaid Bereavement Leave
An employee may take unpaid bereavement leave by agreement with the employer.

26 PARENTAL LEAVE

- (1) An employee's entitlement to unpaid parental leave is in accordance with Part 2-2 of the National Employment Standards (NES), Division 5 Parental Leave and related entitlements.
- (2) An employee who is entitled to parental leave in accordance with subclause (1) above is also entitled to either of the following paid leave entitlements:
- (a) an eligible female employee is entitled to be paid fourteen weeks maternity leave at the relevant rate which may be taken at half pay over 28 weeks.
- and further –
- (b) an eligible male employee or non-birth partner, is entitled to one week's paid paternity leave at the relevant rate.
- (3) In addition to the entitlements provided for under subclauses (1) and (2) an employee may be able to access either paid parental leave or dad and partner pay through the Federal Government's paid parental leave scheme, administered by the Family Assistance Office, subject to the eligibility criteria and conditions associated with that scheme.

27 PUBLIC HOLIDAYS

Entitlement To Paid Public Holidays

- (1) Subject to the provisions of this Agreement employees, other than casual employees, are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, and the first Monday in November where Hobart Regatta Day is not observed, or such other day(s) which may be observed in the locality in lieu of, or additional to, any of these public holidays.
- (2) Payment for public holidays taken and not worked is to be at the rate of pay to which the employee would have been entitled if at normal work on that day.
- (3) In circumstances 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.
- (4) A day worker who works ordinary time on a public holiday shall be paid at double time.

28 TRAVELLING AND EXCESS FARES

Travel

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

- (2) Employees required to use their own motor vehicles in connection with the business of the employer are to be reimbursed on a per kilometre travelled basis in accordance with the Australian Taxation Office rates prevailing at the time.

Excess Fares

- (3) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.
- (4) 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.

PROVIDED THAT that sub clause (4) does not apply to employees who drive their own vehicles to and from work.

29 UNIFORMS

Uniforms To Be Provided

- (1) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms.
- (2) If uniforms are not provided as per subclause (1), employees are to be paid in lieu of the uniform either –
- (a) an amount of \$5.20 per week, except for periods of absence in excess of three working days, but inclusive of public holidays not worked; or
 - (b) an amount of \$4.50 per week as an allowance, not subject to loadings or additional rates, for each week or part of a week of paid employment including periods of approved paid leave.
- (3) PROVIDED THAT the charges specified in subclauses (2) will increase by the same percentage(s) on the first full pay period commencing 1 July as the percentage(s) that will apply to increases to salary rates during the life of this Agreement.

30 NOTICE BOARD

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

31 CONSULTATION REGARDING CHANGE

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

-
- (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- (4) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - (5) As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
 - (6) The Employer must act in good faith in relation to the consultation process provided in this clause.
 - (7) While the process described in this clause is underway, the parties will respect the status quo.
 - (8) In this clause:

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

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

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

- (9) Consultation about changes to rosters or hours of work

Where the employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

The employer must:

- A. provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

- B. invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- C. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

32 REDUNDANCY

Requirement To Consult

- (1) For the purpose of this clause **redundancy** includes a situation where the employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees, or to decrease an employee's ordinary hours of work thus causing a reduction to the employee's income.
- (2) Where the employer believes that it may be necessary to implement a redundancy, the employer is to immediately notify the employee(s) and commence a process of consultation.

Redeployment And Retraining

- (3) If a redundancy is likely to occur –
 - (a) the employer will actively explore all internal redeployment opportunities for employees surplus to requirements;
 - (b) employees seeking redeployment may be retrained for other, available positions on condition that the employees concerned can demonstrate that they possess the necessary capacity for those positions;
 - (c) if the employer deems it necessary for an employee to undergo re-training in order for the employee to perform the duties of the position to which the employee is being redeployed, the employer is to provide such training, at no cost to the employee who is entitled to undertake the training during working hours;
 - (d) all reasonable attempts will be made to ensure that an employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

Notice Of Redundancy

- (4) The employer is to provide as much notice as is reasonably practicable of an intended redundancy.

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

Employee's period of continuous service	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The minimum period of notice is to be increased by one week if an employee is over forty-five years of age at the time of termination of employment and has completed two or more years of continuous service with the employer.

Voluntary Redundancy

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

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

- (7) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility.
- (8) Wherever reasonably practicable involuntary redundancies will only be effected if there are no, or insufficient, volunteers for a voluntary redundancy package after expressions of interest have been sought and assessed from existing employees in accordance with sub clauses (6) and (7).
- (9) The employer is to consult with the employee(s) and their representative(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

Redundancy Package

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

Voluntary Redundancies

- (a) notice as specified in this clause, or payment in lieu of that notice; and
- (b) two weeks pay for each completed year of service and pro rata for an uncompleted year provided the NES will apply if the resultant payment is less than the NES; and
- (c) payment for all accrued annual leave including leave loading.

Involuntary Redundancies

- (d) notice as specified in this clause, or payment in lieu of that notice; and
- (e) two weeks pay for each completed year of service and pro rata for an uncompleted year provided the NES will apply if the resultant payment is less than the NES; and
- (f) payment for all accrued annual leave including leave loading; and

- (g) payment of pro rata long service leave for employees with more than five years continuous service.

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

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

Partial Redundancy Package For Changed Or Decreased Hours

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

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

Definition

- (12) For the purposes of this clause a **weeks pay** means the relevant rate, and any loadings and all-purpose allowances to which the employee is normally entitled

Paid Time Off To Seek Alternative Employment

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

Financial Counselling

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

Details Of Redundancy Package To Be Provided

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

Notifying Redundant Employees Of New Vacancies

- (16) In the event that a position becomes available in the employer's establishment, the employer is to take reasonable steps to notify employees made redundant by the employer of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

33 INDIVIDUAL FLEXIBILITY PROVISIONS

- (1) The employer and employees covered by this enterprise agreement may agree to make an individual flexibility arrangement to give effect to the following:

- (a) the ability to take up to 10 days annual leave in single day absences
- (b) an agreement to work 12 hour shifts in accordance with Clause 16(3).

(2) **The employer must ensure that the terms of the individual flexibility arrangement:**

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

(3) **The employer must ensure that the individual flexibility arrangement:**

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) 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
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
- (e) states the day on which the arrangement commences.

(4) **The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.**

(5) **The employer or employee may terminate the individual flexibility arrangement:**

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

(6) **The Employer is responsible for ensuring that all of the requirements of subclause (3) of this Clause are met.**

34 LONG SERVICE LEAVE

(1) **Service Leave Long is a matter provided for in the NES (Division 9 – Long 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.**

(2) **Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976, with the exception that employees shall be able to access accrued leave after 10 years of service rather than 15 years.**

35 PAYMENT OF POLICE CHECKS

As an employment requirement of the Aged Care Act 1997, as amended, all staff are required to furnish a satisfactory National Police Check. The employer will reimburse costs to new employees after successful completion of probationary period. The employer will pay the ongoing costs for employees of subsequent to employment Police Checks.

36 PAYMENT OF ANNUAL INFLUENZA VACCINATION

The employer will pay the costs of annual influenza vaccinations.

37 PROFESSIONAL DEVELOPMENT

All parties to this Agreement will actively encourage and facilitate professional development, particularly in relation to supporting RN's & EN's maintaining registration with the Australian Health Practitioner Regulation Agency. All mandatory training will be paid at the relevant rate.

38 COMMUNITY SERVICE LEAVE (NES)

Community Service Leave is a matter provided for 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.

- (1) An employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency management activity during normal working hours may be entitled to paid leave on application to the Employer.
- (2) Community Service Leave arrangements apply in respect to employees who are registered volunteers with the following emergency service organisations:
 - Tasmania Fire Service;
 - Tasmanian Ambulance Service; and
 - State Emergency Service.
 - Other emergency service consistent with the NES definition.
- (3) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (4) An employee will be granted approval to be absent from duty so the employee can assist with an emergency situation, providing the following conditions are met:
 - the employee has informed the Employer and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
 - the employee is able without undue disruption to the operational requirements of the Union to be released to assist in responding to the emergency; and

- if required by the Employer, the employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

The Employer will not unreasonably refuse a request of absence to attend an emergency situation.

- (5) When employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
- the attendance will not affect entitlements for leave accruals and related benefits;
 - an injury sustained by the employee whilst attending a emergency situation will not form the basis of a claim against the Union as the employer; and
 - the return to normal work duties by the employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the employee.
- (6) Subject to the following, absence from normal duties as a result of approved Community Service Leave will not affect the fortnightly salary of the employee;
- (a) Any employee who receives payment in compensation for out of pocket expenses (including lost wages) as a result of providing volunteer assistance in an emergency situation whilst on paid Community Service Leave, must produce to the Employer documentation showing the amount the employee has received for compensation of loss of wages.
- (b) On production of the required documentation, the employee will receive their fortnightly gross wage minus the amount received in (i) above. All superannuation normally paid by the employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the employee had been at work.

39 UNION DELEGATE RIGHTS

- (a) A union delegate or elected workplace representative, with approval of the Union and upon application in writing to the employer, will be granted up to two days leave with pay each calendar year, non cumulative, to:
- represent members in bargaining;
 - represent the interests of members to the employer and industrial tribunals;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - participate in the operation of the Union;
 - attend union education;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist

the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;

- attend union annual Delegates Conference

Provided that an additional two days unpaid leave per delegate or workplace representative is also available.

Provided further that the number of delegates or workplace representatives able to access paid leave in accordance with this clause will not exceed two.

- (c) The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.
- (d) The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer will not use this sub-clause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- (f) Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable if the employee had been at work.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (i) An employee granted leave pursuant to this clause will, upon request, inform the employer of the nature of the course attended and their observations on it.
- (j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

40 FUTURE NEGOTIATIONS

- (1) The employer agrees to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (2) Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the agreement, the employer will negotiate in good faith with the bargaining representatives.

-
- (3) Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees

41 SUPERANNUATION

- (1) For the purpose of this clause and this Agreement the **nominated fund** means the Health Employees Superannuation Trust Australia or any successor.
- (2) Superannuation contributions for each eligible employee are to be made to a fund of the employee's choice as specified in writing by the employee. The contribution made by the employer must not be less than in accordance with and as specified in the *Superannuation Guarantee (Administration) Act 1992*.
- (3) In circumstances where eligible employees do not inform the employer of their choice of superannuation fund, as provided for in sub clause (2), the employer will remit the appropriate contributions for such employees to the nominated fund.
- (4) Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.
- (5) Superannuation contributions shall be made on a monthly basis as a minimum.

42 SALARY PACKAGING AND SALARY SACRIFICE

- (1) Employees' rates of pay specified in Schedule A of this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation, and employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
- (2) In respect of employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the employee was not in the salary packaging scheme.
- (3) Non salary-packaged benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on worker's compensation or paid leave.
- (4) If an employee on a salary packaging arrangement goes on workers compensation the employee will receive not less than the entitlements which would have applied if the employee was not in the salary packaging scheme.
- (5) If an employee who has entered into a salary packaging arrangement ceases employment with the employer the salary packaging arrangement will cease on the date the employment ceases and –
- (a) all entitlements due to the employee on termination will be paid at the employee's relevant rate;
- (b) any outstanding fringe benefits tax or salary packaging benefit held by the employer, or the employer's salary packaging agent, on behalf of the employee, due to the employee will be paid less any necessary taxation deduction.

-
- (6) If an employee has entered into a salary packaging arrangement superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* must be calculated at the employee's relevant rate.
 - (7) If an employee has entered into a salary packaging arrangement annual leave loading entitlements must be calculated at the employee's relevant rate.
 - (8) Employees who have entered into a salary packaging agreements will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.
 - (9) The employer will advise each employee in writing –
 - (a) that an employee's participation in salary packaging is optional and entirely voluntary;
 - (b) of the employee's classification level and relevant rate;
 - (c) that the employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;
 - (d) that the employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it.
 - (e) of the right of the employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the employee must be provided with a print-out of the relevant information;
 - (f) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
 - (g) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the employer for reasons other than legislative requirements then the employer must give two months notice;
 - (h) that in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employees' wages will revert to their respective relevant rates as specified in this Agreement;
 - (i) that all Agreement conditions other than salary packaging will continue to apply.
 - (10) Salary packaging arrangements shall be entered into only in accordance with this Clause.
 - (11) By agreement with the employer an employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule A of this agreement, and have that sacrificed amount contributed to a complying superannuation fund of the employee's choice.
 - (12) Where applicable the provisions of this clause shall apply to salary sacrifice arrangements.

- (13) Salary increases under this Agreement shall be payable to employees covered by salary packaging arrangements and such increases are to be applied to employees' relevant rates.

43 CLASSIFICATIONS

Definitions

- (1) **Student/Trainee Enrolled Nurse** means an employee undergoing an approved training course in enrolled nursing under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- (2) **Enrolled Nurse** means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- (3) **Enrolled Nurse – Level 2** means a Enrolled Nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* and who is required by the employer to administer medications.
- (4) **Registered Nurse** means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- (5) **Registered Nurse – Level 1** means a Registered Nurse who is not otherwise classified within a Level of registered nurse positions.
- (6) **Registered Nurse – Level 2** means a Registered Nurse who is engaged as such; and –
- (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
 - (b) has the ability and skills to provide guidance to Level 1 Registered Nurses; and
 - (c) is employed within a care unit.
- (7) **Registered Nurse – Community Health/Domiciliary** means a Registered Nurse employed in this setting and who is not otherwise classified.
- (8) **Registered Nurse – Level 3** means a Registered Nurse who is engaged as such, and may be referred to as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.
- (9) **Registered Nurse – Level 3A** means a Registered Nurse engaged as such who may be referred to as the after hours supervisor, and is accountable for the overall provision of resident care and the management of resources.
- (10) **Registered Nurse – Level 4** means a Registered Nurse who is engaged as such and may be referred to as Assistant Director of Nursing – Care, Assistant Director of Nursing – Management, or Assistant Director of Nursing – Staff Development.
- (a) An **Assistant Director of Nursing – Clinical Care** is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of clinical care units.

- (b) An **Assistant Director of Nursing – Management** is responsible and accountable for management resources in an assigned number of management.
 - (c) An **Assistant Director of Nursing – Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the Nursing and Midwifery Board of Australia, or staff development programs.
- (11) **Registered Nurse – Level 5** means a Registered Nurse who is engaged as Director of Nursing/Care Manager and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.
- (12) **Registered Nurse ratio** The minimum number of full time equivalent Registered Nurses at Level 2 is to be 25% of the registered nurse full time equivalent positions.

PROVIDED THAT positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.

44 **SALARIES**

Salary increases during the life of this agreement

- (1) The salaries of employees covered by this Agreement will be increased as follows –
- (a) 2% from the first full pay period commencing on or after 1 July 2013;
 - (b) 2.5% from the first full pay period commencing on or after 1 July 2014;
 - (c) 2.5% from the first full pay period commencing on or after 1 July 2015.
 - (d) 2.5% from the first full pay period commencing on or after 1 July 2016.
 - (e) The salary rates are set out in Schedule A of this Agreement.

PROVIDED THAT during the life of this Agreement, national wage review increases to the rates of pay contained in the Nurses Award 2010 are not applicable to employees covered by this Agreement.

(2) Nurse Undertaking Post Graduate Training

A Registered Nurse or an Enrolled Nurse, up to and including the classification of Registered Nurse Level 3, while undertaking post diploma or graduate training, shall be paid at the employee's existing salary rate and will be entitled to normal incremental progression.

(3) Enrolled Nurse Upgrading To Registered Nurse

Enrolled nurses who complete a period of study which qualifies them to seek registration as a registered nurse with the Nursing and Midwifery Board of Australia shall, if they wish to continue in employment with the employer, be transferred to a position as a registered nurse if the employer has such a position available and if the employee is suitable for the position.

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.

(4) Salary Re-Entry – Registered Nurses

- (a) A Registered Nurse undertaking the re-entry to practice course shall be paid at Registered Nurse Level 1, 1st year of service during course clinical time.
- (b) Subject to (a), such an employee shall be paid at Registered Nurse Level 1, 2nd year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- (c) Following successful completion of the re-entry program all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

(5) Salary Re-Entry – Enrolled Nurses

- (a) An Enrolled Nurse undertaking the re-entry to practice course shall be paid at Enrolled Nurse 1st year of service during course clinical time.
- (b) Subject to (a), such an employee shall be paid at Enrolled Nurse second year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- (c) Following successful completion of the re-entry program all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

(6) Accelerated Advancement

- (a) Subject to (b) a Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Nursing and Midwifery Board of Australia, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining –
 - (i) registration in another branch of nursing or on another nursing register maintained by the Nursing and Midwifery Board of Australia where the employee is working in a particular practice setting which requires the additional registration; or
 - (ii) successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.

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

PROVIDED THAT existing incremental dates shall not be affected by incremental progression in accordance with this sub clause.

45 CULTURAL LEAVE

- (1) An employee who is an Aboriginal or Torres Strait Islander, or, is a member of another culture or religion, will be entitled to leave without pay of up to ten working days in any one calendar year for the purpose of:
 - (i) observation of a recognised religious occasion; or

- (ii) where there is a cultural day of significance to the employee.
- (2) A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- (3) An employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- (4) Under normal circumstances the employee must provide at least 2 weeks' notice in writing of the employee's intention to take leave pursuant to this clause.
- (5) An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

46 WORKLOAD MANAGEMENT

The employer agrees to hold six monthly staff forums to discuss workload issues. The unions covered by this agreement will be able to support and present issues at these forums on behalf of members. An agenda will be prepared for each forum with outcomes recorded and circulated to all employees.

FOR THE EMPLOYER

This Agreement is signed by Mr Richard Tyberek in his capacity as Chief Executive Officer of Mary's Grange Inc.

Mr Richard Tyberek's work address is:

5 Grange Avenue
TAROONA TAS 7053

As the Chief Executive Officer of Mary's Grange Inc., Mr R Tyberek has the authority to sign the Agreement on behalf of the employer.

FOR THE UNIONS

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

Ms Ellis's work address is:

182 Macquarie Street
HOBART TAS 7000

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

This agreement is signed by Mr C Brown in his capacity as the Secretary of the Health Services Union Tasmania Number 1 Branch.

Mr Brown's work address is:

11 Clare Street
NEW TOWN TAS 7008

As the Secretary of the Health Services Union Tasmania Number 1 Branch, Mr Brown has the authority to sign the Agreement on behalf employees who are members of the Health Services Union Tasmania Number 1 Branch and are employed pursuant to this Agreement.

SCHEDULE A - 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 relevant rate).

	EBA 2009 1/07/2012 \$	Plus 2% 1/07/2013 \$	Plus 2.5% 1/07/2014 \$	Plus 2.5% 1/07/2015 \$	Plus 2.5% 1/07/2016 \$
ENROLLED NURSE					
1st Year of service	41009	41829	42875	43947	45045
2nd Year of service	41878	42716	43783	44878	46000
3rd Year of service	42746	43601	44691	45808	46953
4th Year of Service	43615	44487	45599	46739	47908
5th Year of service	44485	45375	46509	47672	48864
ENROLLED NURSE - Level 2 (Medication Endorsed)					
1st Year of Service	45146	46049	47200	48380	49590
2nd Year of Service	46017	46937	48111	49314	50546
REGISTERED NURSE - LEVEL 1					
1st Year of service	44918	45816	46962	48136	49339
2nd Year of service	47091	48033	49234	50464	51726
3rd Year of service	49264	50249	51506	52793	54113
4th Year of Service	51436	52465	53776	55121	56499
5th Year of service	53609	54681	56048	57449	58886
6th Year of service	55781	56897	58319	59777	61271
7th Year of service	57954	59113	60591	62106	63658
8th Year of service	60126	61329	62862	64433	66044
REGISTERED NURSE - LEVEL 2					
1st Year of service	62298	63544	65133	66761	68430
2nd Year of service	63746	65021	66646	68313	70020
3rd Year of service	65194	66498	68160	69864	71611
4th Year of Service	66643	67976	69675	71417	73203
REGISTERED NURSE - LEVEL 3					
1st Year of service	69359	70746	72515	74328	76186
2nd Year of service	70988	72408	74218	76073	77975
3rd Year of service	72618	74070	75922	77820	79766
4th Year of Service	74246	75731	77624	79565	81554
REGISTERED NURSE - LEVEL 4					
Grade 4 (121 beds and above)	89274	91059	93336	95669	98061
Grade 3 (91 - 120 beds)	82936	84595	86710	88877	91099
Grade 2 (81 - 90 beds)	82936	84595	86710	88877	91099
Grade 1 (0 - 60 beds)	82936	84595	86710	88877	91099

REGISTERED NURSE - LEVEL 5

Grade 4 (91 - 120 beds)	102851	104908	107531	110219	112974
Grade 3 (61 - 90 beds)	95610	97522	99960	102459	105021
Grade 2 (31 - 60 beds)	89274	91059	93336	95669	98061
Grade 1 (1 - 33 beds)	82936	84595	86710	88877	91099

SCHEDULE B - ALLOWANCE INCREASES

Meal Allowance when required to work away from usual workplace;

Breakfast	8.62	8.80	9.00	9.25	9.50
Lunch	9.52	9.70	9.95	10.20	10.45
Dinner	16.77	17.10	17.55	18.00	18.45

Meal Allowance when required to work overtime

	5.97	11.37	11.65	11.95	12.24
--	------	-------	-------	-------	-------

Charges for a meal provided by employer

Two and three courses	6.10	6.20	6.40	6.55	6.70
Single hot or cold main course	5.00	5.10	5.25	5.40	5.50
Other course (soup , sweet)	4.40	4.50	4.60	4.70	4.80
Breakfast	4.40	4.50	4.60	4.70	4.80

Uniforms

Per week (except periods of absence in excess of 3 working days ,but inclusive of public holidays not worked)

	5.20	5.30	5.45	5.60	5.70
--	------	------	------	------	------

Per week or part of a week (incl. periods of approved paid leave

	4.50	4.6	4.7	4.8	4.95
--	------	-----	-----	-----	------

Remote Call

Hourly	1.32	1.35	1.38	1.41	1.45
Daily	12.72	12.97	13.29	12.63	12.95

DECLARATION AND SIGNATURES

Declaration

This agreement has been negotiated in good faith and through extensive consultation between the employer and the employees to be covered by the Agreement. The parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signatories

Signed for and on behalf of the Employer:

Richard Tyberek
Chief Executive Officer
Mary's Grange Inc.



23rd April 2014
Date

Witnessed by (signature)



Witness name in full (printed)

Julia Utting

Witness address



The Bargaining Representatives:

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

23 APRIL 2014
Date

Witnessed by (signature)



Witness name in full (printed)

AGNES STANISLAUS-LARGE

Witness address



~~Chris Brown~~ Tim JALBOON
Secretary
Health Services Union
(Bargaining Representative)

28/4/14
Date

Witnessed by (signature)



Witness name in full (printed)

Robbie Moore

Witness address



DECLARATION AND SIGNATURES


Declaration

This agreement has been negotiated in good faith and through extensive consultation between the employer and the employees to be covered by the Agreement. The parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signatories

Signed for and on behalf of the Employer:

Richard Tyberek
Chief Executive Officer
Mary's Grange Inc.


.....
22nd April 2014
Date

Witnessed by (signature)

.....


Witness name in full (printed)


.....
Julia Utting

Witness address


.....


The Bargaining Representatives:

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


.....
23 APRIL 2014
Date

Witnessed by (signature)

.....


Witness name in full (printed)

.....
AGNES STANISLAUS-LARGE

Witness address

.....


Chris Brown
Secretary
Health Services Union
(Bargaining Representative)

.....
Date

Witnessed by (signature)

.....

Witness name in full (printed)

.....

Witness address

.....

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) 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
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change*
- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
 - (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
 - (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
 - (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
 - (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
 - (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).