



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Southern Cross Care (Tas) Inc
(AG2014/6239)

SOUTHERN CROSS CARE (TAS) INC. STAFF ENTERPRISE AGREEMENT 2014

Tasmania

COMMISSIONER LEE

MELBOURNE, 19 AUGUST 2014

Application for approval of the Southern Cross Care (Tas.) Inc. Staff Enterprise Agreement 2014.

[1] An application has been made for approval of a single-enterprise agreement known as the *Southern Cross Care (Tas.) Inc. Staff Enterprise Agreement 2014* (the Agreement). The application was made by Southern Cross Care (Tas) Inc pursuant to s.185 of the *Fair Work Act 2009* (the Act).

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

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

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

[5] The Health Services Union of Australia and the Australian Nursing and Midwifery Federation 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.

The Agreement is approved, and, in accordance with s.54 of the Act, will operate from 26 August 2014. The nominal expiry date of the Agreement is 31 December 2016.



COMMISSIONER

Annexure A:

FAIR WORK COMMISSION

SOUTHERN CROSS CARE (TAS) INC
(Applicant)

Undertakings provided by Southern Cross Care (Tas) Inc for the *Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2014 (Agreement)*

In accordance with section 190(3) of the *Fair Work Act 2009*, Southern Cross Care (Tas) Inc provides the following undertaking:

1. Clause 14.1(c) will be added:

Full-time Employees will receive a minimum payment for each engagement in respect of ordinary hours of work:

- (i) For Employees under Schedule 2 (General Staff) – 4 hours;
- (ii) For all other employees – 2 hours.

2. Clause 14.2(f) will be added:

Part-time Employees will receive a minimum payment for each engagement in respect of ordinary hours of work:

- (i) For Employees under Schedule 2 (General Staff) – 2 hours;
- (ii) For all other employees – 2 hours.

3. Clause 14.4(d) will be added:

Casual Employees will receive a minimum payment for each engagement in respect of ordinary hours of work:

- (i) For Employees under Schedule 3 (Community Care Staff) – 1 hour;
- (ii) For all other employees – 2 hours.

4. Clause 20.12 (Work Practices Allowance) will apply to employees classified under *Schedule 3 – Community Care Staff*.

5. The last sentence in clause 24.2 will be deleted and replaced with:

Where a part time employee is offered and accepts more hours than their usual or contracted hours these hours shall not be considered Overtime provided that the hours do not exceed:

- a) For Day Workers – 8 hours (or 10 hours if agreed under clause 24.6) in any one day and 38 hours per week and subject to written agreement;
- b) For Shift Workers – the maximum hours listed in clause 28.2.

6. Clause 24.6 will be added:

The maximum shift length for a Day Worker will be eight hours. By agreement a Day Worker may work up to ten hours per shift.

7. Clause 24.4 will be deleted.

8. Add new clause 26.2.1(d):

All time worked in excess of 8 hours per day (or 10 hours per day for an employee who has agreed to work up to 10 hours per shift under clause 24.6) or 38 hours per week will be paid at the rate of:

(a) For Monday to Friday: time and one half for the first two hours and double time thereafter;

All time worked on Saturday, Sunday and Public Holidays, is to be paid according to the relevant sub-clauses in clause 26.2.1(a), (b) and (c).

9. For the purposes of clause 24.2 and clause 26.2.2, overtime for shiftworkers is payable at double time except on a public holiday in which case it is paid at double time and a half. Overtime is payable in the following circumstances:

(a) Work outside of agreed upon hours at commencement of employment, or rostered shift hours on any one day, provided there has not been written agreement to alter these hours as is provided for by 14.2(d);

(b) Work in excess of 8 hours in a day (unless a 12 hours shift has been agreed to pursuant to clause 28.3 in which case it is 12 hours);

(c) For full-time shift workers work in excess of:

- i. 48 hours in any one week;
- ii. 88 hours in 14 consecutive days;
- iii. 114 hours in 21 consecutive days; or
- iv. 152 hours in 28 consecutive days.

10. For the purposes of clause 28.2, overtime worked in accordance with sub-clause (i) and/or (ii) will be paid at double time.

11. Under Part IV – Public Holidays and Leave, in clause (b) delete 'Unpaid leave may be accessed as approved by the employer'.

12. In clause 30.3(a), delete 'The employer may fix the time for taking leave where agreement cannot be reached'.

13. In Schedule 2, the minimum wages contained in Attachment A will apply.

Name: IAN ADAMS

Signature: 

Title: (ACTING) CEO

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



SOUTHERN CROSS CARE (TAS.) INC. STAFF ENTERPRISE AGREEMENT 2014

PART I – INTRODUCTION AND PROCESSES

1. Title

This Agreement shall be known as the Southern Cross Care (Tas.) Inc. Staff Enterprise Agreement 2014.

2. Parties

The parties to this Agreement are:-

Southern Cross Care (Tas.) Inc. (ABN 18 773 507 851) of 85 Creek Road, New Town (“the Employer” or “SCCT”); and

the Health & Community Services Union Tasmania No. 1 Branch

the Australian Nursing and Midwifery Federation, Tasmanian Branch; and

Employees engaged by the Employer from time to time for whom classifications appear in this Agreement (“the Employees”)

3. Arrangement

PART I – INTRODUCTION AND PROCESSES	2
1. Title	2
2. Parties	2
3. Arrangement	2
4. Entire Agreement	3
5. Employees’ Obligations	3
6. Term	3
7. Future Negotiations	4
8. Definitions	4
9. Supersession and Severance Provisions	5
10. Work Practices	6
11. Consultation Term	7
12. Dispute Settlement Procedure	9
13. Flexibility Term	11
PART II – CONDITIONS OF EMPLOYMENT	13
14. Employment Categories	13
15. Terms of Engagement	15
16. Termination of Employment	16
17. Redundancy	17
18. Wage Increases	20
19. Wage Rates and Classification Descriptors	21
20. Allowances	21
21. Payment of Wages	25
22. Superannuation	27
23. Salary Packaging and Salary Sacrifice	27

PART III - HOURS OF WORK AND RELATED MATTERS	30
24. Hours of Work & Shift Definitions	30
25. Shift Penalties	31
26. Overtime	31
27. Meal Breaks, Meal Charges and Rest Periods	35
28. Rosters.....	36
PART IV - PUBLIC HOLIDAYS AND LEAVE.....	41
29. Public Holidays.....	41
30. Annual Leave	42
31. Personal / Carers Leave	45
32. Compassionate Leave	46
33. Parental Leave	47
34. Community Service Leave	48
35. Long Service Leave	49
36. Workplace Rights	50
37. Notice Board	52
38. Workload	52
39. Signatories	53
Schedule 1 – Nursing Staff Classifications and Salaries	55
Schedule 2 - General Staff Classifications and Salaries	63
Schedule 3 – Community Care Staff Classifications and Salaries	69
Schedule 4 - Allowances	76

4. Entire Agreement

The parties acknowledge that this Agreement refers to all the conditions of employment of the employees by the employer.

5. Employees' Obligations

The employee will perform duties and use equipment only within the employee's skill, competence and training as directed by the employer.

The employee will carry out his or her duties at locations as directed by the employer.

6. Term

This Agreement will become operational on the seventh day after the date of issue of the approval notice issued by Fair Work Commission.

This Agreement will have a nominal expiry date of 31 December 2016, unless terminated or varied by the mutual consent in writing of the parties pursuant to the Act (*as amended*) or by operation of law.

7. Future Negotiations

The employer agrees to commence negotiations with the parties for a new agreement to succeed this agreement three (3) months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.

Should negotiations for a new 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.

8. Definitions

In this Agreement:-

'Act' means the *Fair Work Act 2009 (Cth) (as amended)*.

'Afternoon Shift' means a shift which finishes between the hours of 1901 – 2400.

'Base Rate of Pay' has the same meaning as per the Act and means the hourly rate of pay that the employee receives for Ordinary Hours of Work. The Base Rate of Pay is achieved by taking the specified annualised amount in Schedule 1 divided by 52 to achieve the weekly rate and then divided by:

- (a) 37.5 for employees under Clause 14.1(b) or
- (b) 38 for all other employees.

'Business' means the business conducted from time to time by the employer.

'Care Recipient' means a client or resident who receives care or services from the Business.

'Casual Employee' means an employee:

- (a) who is engaged on an irregular, as and when required basis by the employer; or
- (b) relieves a full-time or part-time employee; or
- (c) is engaged temporarily for specific duties for a period not exceeding 8 consecutive weeks.
- (d) A casual employee is paid a loading in lieu of the employee accruing entitlements to annual leave, personal/carer's leave and public holidays.

'Confidential Information' means all information in any form disclosed to, or received by, the employee in the course of or by reason of the employee's employment with the employer, including without limitation, information relating to:

- (a) the Care Recipients;
- (b) the Business;
- (c) the employees, or agents, contractors, subcontractors, or franchisees of the employer.

'Day Shift' means a shift worked between the hours of 0600 – 1900.

'Day Worker' means an employee who is rostered for duties between 0600 and 1900 hours from Monday to Friday.

'Engagement' means visiting 1 or more clients in succession.

'Full Rate of Pay' means the rate of pay payable to the employee, including all the following:

- (a) incentive-based payments and bonuses;
- (b) loadings;
- (c) monetary allowances;
- (d) overtime or penalty rates;
- (e) any other separately identifiable amounts.

'Immediate family' means a spouse, de facto partner (including a former spouse/partner) child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

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

'Night Shift' means a shift which finishes between the hours of 0001 – 0730.

'Regulations' means the *Fair Work Regulations 2009 (Cth)*.

'Roster' means a documented arrangement setting out clearly the names of the employees required to work in accordance with such roster, the days, dates and hours during which each employee is required to attend for duty.

'Rostered Employee' means an employee required to work in accordance with a roster.

'Shift Worker' means an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker, and/or an employee who worked for more than four ordinary hours on 20 or more Saturday and/or Sunday shifts in any one year effective from the anniversary date of the employee.

'Temporary employee' means an employee who is engaged for a fixed period, on a full time or part time basis.

'Year of Service' shall mean 1976 hours of actual service in an approved establishment, including public holidays for full-time and part-time employees, and all paid leave.

9. Supersession and Severance Provisions

- a) Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set

out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply and are in satisfaction of the NES.

- b) All existing Awards, 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.
- c) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- d) 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.
- e) 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.
- f) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

10. Work Practices

10.1 Conduct

Employees must comply with the work practices set out below.

- (a) Employees must act in a professional manner whilst at work and attend to Care Recipients promptly and in a friendly and courteous manner;
- (b) Employees must act in accordance with Southern Cross Care Tasmania Inc. policy, procedures and practices;
- (c) Employees must undertake duties in accordance with prescribed statutory requirements.

10.2 Punctuality and absence from duty

- (a) Employees must be punctual and be ready to commence work at the allotted time;
- (b) Employees must notify the employer as soon as practicable and if possible prior to the commencement of work of their inability to attend work for any reason.

10.3 Attitude

Employees must maintain a strong work ethic and carry out their tasks in an honest and reliable manner.

10.4 Position Description

Employees shall comply with their individual Position Description and letter of appointment for duties and accountabilities. The parties to this Agreement accept that the employee's Position Description may be varied following consultation during the term of employment.

10.5 Professional Development

All parties to this Agreement will actively encourage and facilitate professional development.

An employee who is required to undertake professional development activities shall receive their ordinary wage rate plus any applicable penalties as prescribed by the Shift Work Penalty clause of this Agreement. Provided that no penalties are payable for professional development activities that are not required by the employer.

10.6 Registered Nurse Level 2

SCCT is committed to providing registered nurses with a career pathway which encourages the development of specialised clinical, management and Supervisory skills. In order to support the transition from RN 1 to RN3 and beyond SCCT will use its best endeavours to make positions available at RN 2 at its services based on factors including resident clinical profile and the number of nurses employed at level 1.

10.7 Accommodation and Conveniences

An employee required to sleep at the employer's workplace or in a client's residence shall be provided with suitable accommodation.

11. Consultation Term

(1) This term applies if the employer:

- (a) proposes to make a major change to production, program, organisation, structure, or technology in relation to its enterprise (which has resulted in a written change proposal), 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).

12. Dispute Settlement Procedure

12.1 If a dispute relates to:

- (a) a matter arising under the agreement;
- (b) the National Employment Standards; or
- (c) employee grievances

this term sets out procedures to settle the dispute.

- 12.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 12.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 12.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission
- 12.5** The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 12.6** While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- 12.7** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

13. Flexibility Term

13.1 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) allowances;
- (iii) 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.

13.2 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.

13.3 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.

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

13.5 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.

13.6 The employee has the right to seek advice prior to signing the individual flexibility agreement.

PART II – CONDITIONS OF EMPLOYMENT

14. Employment Categories

14.1 Full time employment

- (a) 'Full time employee' means an employee who is engaged in work for 38 hours per week as provided in the Hours of Work clause of this Agreement.
- (b) Provided that full-time employees who at the commencement date of this Agreement were engaged to work 37.5 hours per week shall continue to work 37.5 hours per week.

14.2 Part time employment

- (a) 'Part time employee' means an employee who regularly works for less than 38 hours per week as provided in the Hours of Work clause of this Agreement;
- (b) Part time employees work rostered hours each week in accordance with their terms of employment;
- (c) Part time employees in this part shall receive pay and conditions as those of a full time employee on a pro rata basis. The wage rates payable per hour shall be 1/38th of the base rate set out in the Agreement.
- (d) Subject to Clause 24.2, before commencement of employment as a part-time employee, the employee and the employer will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. The terms of the agreement may be varied by further agreement in writing.
- (e) Part-time employees shall be entitled to annual leave and personal/carer's leave on a pro-rata basis as prescribed in this Agreement, and the holidays prescribed in this Agreement, provided that payment therefore shall be made at the rate normally paid to such employee for a similar period of time worked.

14.3 REVIEW OF PART TIME HOURS

- (1) Where a part-time employee is regularly working more than their specified contracted hours as agreed upon at the commencement of employment, by making a request in writing to the employer, will have their roster fixed and

contract with agreed upon hours amended to reflect the increased hours. The employer will take into account that the hours worked in the following circumstances will not be incorporated to adjustment made.

- a. If the increased hours is as a direct result of an employee being absent on leave or workers compensation, or:
- b. If the increase in hours is due to a temporary increase in hours only due to, for example the specific need of a client or resident.

14.4 Casual employment

- (a) The rate of pay for ordinary hours of work is the base rate, plus a loading in lieu of annual leave, personal leave and public holidays.
- (b) Penalty rates, overtime rates and shift rates for a casual employee are calculated on the 'unloaded' wage rate (ie exclusive of the casual loading).
- (c) Please note that the applicable loading shall be subject to the transitional provisions below:
 - Currently 24% from 1 July 2013
 - 25% from first full pay period after 1 July 2014

14.5 Work Security Casual Conversion

- (1) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment.
 - (a) On a full time contract where the employee has worked on a full time basis throughout the period of casual employment
 - (b) On a part time contract where the employee has worked on a part time basis throughout the period of casual employment. Such contract would generally be on the basis of the number of hours previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
- (2) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (3) Casual conversion will not apply where a casual has worked regular and systematic hours:
 1. as a direct result of an employee being absent on leave, for example, annual leave, long service leave, parental leave, workers compensation
 2. due to a temporary increase in hours only due, for example, to the specific needs of a client or resident

15. Terms of Engagement

15.1 Appointment

Upon engagement, employees will be advised of the terms of their employment in writing.

15.2 Term of Engagement

Except as otherwise provided, employment shall be by the fortnight. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.

15.3 Probation

- (a) Employees shall be subject to a probationary period of a maximum of 6 months from the date employment commences;
- (b) Employees will be advised of the probationary period prior to taking up their employment;
- (c) During the probationary period, employment may be terminated at any time by either party with the provision of two (2) week's notice (or by the Employer making a payment in lieu of notice).

15.4 Community Care Division

It is intended to provide flexibility in working arrangements for employees engaged in the Community Care Division.

Specifically the intention is to:

- (a) Provide employment security for staff employed in Community Care, recognising that their regular hours may change from time to time as a result of changing client needs;
- (b) Provide flexible working arrangements for employees engaged in delivering personal care and nursing services to clients in the client's home; and
- (c) Provide working arrangements for employees who do not work from a regular base but who are required to attend the office of the employer weekly.

16. Termination of Employment

16.1 Employer Giving Notice

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

Period of continuous service	Notice Period
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) The required notice period will be increased by 1 week if the employee is over 45 years of age at the time of termination and has completed 2 years continuous service with the employer.
- (c) The employer may elect to pay an employee upfront in lieu of the notice period. The payment in lieu is to equal the Full Rate of Pay, as defined, the employee would have received during the notice period.

16.2 Employee Notice

The notice period for termination required to be given by an employee shall be the same as that required by the employer in accordance with the table in this clause, however there is no requirement for an employee to provide an additional week's notice where the employee is 45 years of age or older.

16.3 Mutual Termination

The employer and the employee may, by mutual consent, agree to the employment ending before expiration of the period of notice with wages paid up to the time of the agreed termination.

16.4 Casual Employees

Casual employment may be terminated by the employer or employee with the provision of 1 hours' notice.

16.5 Instant Dismissal

The Employer shall have the right to dismiss the Employee without notice for serious misconduct as defined in the *Fair Work Act 2009*.

16.6 Discussions prior to decision to terminate employment

Prior to determining whether to terminate the employment of an employee on grounds other than would justify summary dismissal, the Employer shall:

- (a) inform the employee that the termination of their employment is being considered;
- (b) advise the employee of the reasons for possible termination; and
- (c) provide the employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.
- (d) if the employee, other than a casual, is suspended during a period of investigation the employee will be paid their full rate of pay.

An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a representative of the employee's choice.

Any request by the employee to meet and discuss the matter shall not be unreasonably refused by the employer.

17. Redundancy

17.1 Redeployment and Retraining the Preferred Option

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

17.2 Commitment to Consult

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, the employer agrees to immediately notify the affected employee(s) and to commence a process of ongoing consultation as described in the consultation clause of this Agreement.

17.3 Redeployment and Retraining Arrangements

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

- (a) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (b) A staff member seeking redeployment may, if reasonable, be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.

- (c) Where retraining is required, the employer will provide and pay for any training, which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- (d) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

17.4 Notice of Redundancy

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours, which causes a loss of employee's income. In all cases however, the minimum period of notice for employees subject to termination or reduction or alteration of hours, which causes a loss of employee's income, will be 2 weeks.

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

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

The required notice period will be increased by 1 week if the employee is over 45 years of age at the time of termination and has completed 2 years continuous service with the employer.

17.5 Voluntary Redundancy

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

PROVIDED that, the employer will only be required to seek such expressions of interest from staff employed at the same worksite and in the same classification as the position being made redundant.

In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

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

17.6 Redundancy Package

Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:

(a) Voluntary Redundancies

- Notice as per 'notice of redundancy' clause of this agreement, or payment in lieu thereof.
- 2 week's pay for each completed year of service and pro rata to 2 weeks for the final uncompleted year of service.
- Full payment of all accrued annual leave entitlements including leave loading.

(b) Involuntary Redundancies

- Notice as per 'notice of redundancy' clause of this agreement, or payment in lieu thereof.
- 4 weeks' pay for the first year of service as per the NES
- 2 weeks' pay for each year of service and pro rata to 2 weeks for the final uncompleted year of service.
- Full payment of all accrued pro rata long service leave entitlements after 5 years of service.
- Full payment of all accrued annual leave entitlements including leave loading.

(c) 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) which causes a loss of income to the employee will pay a partial redundancy to such employees as are adversely affected as follows:

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

(d) A week's full pay shall mean:

The weekly base rate for the classification; and
Any penalties; and

Any all-purpose work related allowances.

17.7 Alternative Employment

All staff who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such staff will be granted time off with pay to seek alternative employment or to make arrangements for training or re-training.

In the case where the employer obtains acceptable alternative employment for an employee, including the transfer of all entitlements, the provisions of this redundancy clause (including the redundancy payments under clause 17.6) shall not apply.

Acceptable alternative employment will have been provided where the employee is transferred to:

- (a) a position which reflects the individual skills of that employee;
- (b) a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists; and
- (c) a position which recognises the employee's service with the Employer as service with the new employer.

17.8 Financial Counselling

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

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

18. Wage Increases

The employer will increase pay rates from the first full pay period on or after the dates specified below:

- First increase 3.00% from 1 January 2014.
- Second increase 3.00% from 1 January 2015.
- Third increase 3.00% from 1 January 2016.

The parties to this agreement acknowledge that during the life of the agreement there shall be no further wage increases or other claims sought or granted except as provided under the terms of the agreement or as required by law.

The Employer commits to making reasonable efforts to apply for additional Federal Government funding for increased wages and related conditions.

19. Wage Rates and Classification Descriptors

19.1 Salary Advancement

For determining salary advancement, a year of service will consist of 1976 hours.

19.2 Classification Descriptors

Nurse Classifications and Wages are outlined in Schedule 1 of this Agreement.

Aged Care Employee Classifications and Wages are outlined in Schedule 2 of this Agreement.

Community Care Employee Classifications and Wages are outlined in Schedule 3 of this Agreement.

19.3 Trainees

The wage rate payable to any person employed to a classification covered by this agreement but pursuant to a Registered Training Agreement shall be determined by reference to the relevant provisions of the Aged Care Award 2010.

20. Allowances

All allowances are outlined in Schedule 4 of this Agreement, and where applicable shall be increased in accordance with Schedule 4 of this Agreement.

20.1 Meals

Reasonable costs associated with the purchase of meals by an employee during the course of working away from the normal place of work will be reimbursed by the employer upon the production of receipts. This allowance is not payable where the employee is supplied with a meal.

20.2 In Charge

An Employee nominated to assume charge for more than half a shift shall be paid the In Charge Allowance as provided for in Schedule 4 for each shift so worked.

Provided that the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.

20.3 On Call

The employee who is rostered 'on-call' (other than on the employer's premises) shall be paid the On Call Allowance as provided for in Schedule 4 for each hour that the employee is required to be available with a minimum payment per day or shift as per Schedule 4 when so rostered.

20.4 Travel on Southern Cross Care Tas. Business

Employees who are required to use their private motor vehicle in the course of their duties shall be paid an allowance in accordance with the following scale:

Description	Engine capacity – non-rotary engine (cubic capacity)	Engine capacity – rotary engine (cubic capacity)	Rate (cents per kilometre)
Small car	Up to 1600cc	Up to 800cc	0.63
Medium car	1601cc to 2600cc	801cc to 1300cc	0.74
Large car	Above 2600cc	Above 1300cc	0.75

This table shall be increased annually in accordance with the Australian Tax Office figures.

20.5 Travel whilst delivering Community Care

Provided that employees working in Community Care who are required to use their private motor vehicle to travel between Care Recipients and are not paid wages for the time spent travelling shall be paid an allowance per kilometre as per Schedule 4 (travel a).

Provided further that those employees who were working in Community Care when they are required to use their private motor vehicle in any situation when they are also paid wages for the time spent travelling shall receive the allowance as provided for in Schedule 4 (travel b).

20.6 Uniform

All employees shall be provided with a uniform free of charge, therefore no allowance applies.

Sufficient, suitable and serviceable uniforms are provided free of cost to all employees who are required by the employer to wear uniforms. In accordance with this arrangement all full-time staff, on appointment, are provided with two (2) pairs of bottoms, three (3) tops and one (1) jumper/jacket. Part-time and casual staff on appointment will be provided with uniforms on a pro-rata basis or at the minimum rate of one (1) bottom and one (1) top

Replacement of uniform items will be through fair wear and tear.

20.7 Licence

Employees may be reimbursed upon prior written consent of the employer when required to obtain a special licence.

20.8 Post Graduate

An employee who holds a post graduate hospital certificate or post graduate certificate shall be paid, in addition to their salary, the following amount. Only one qualification allowance applies for each employee. It must be demonstrated that the qualification is relevant to the current area of practice and is being utilised.

- Hospital/Graduate Certificate (or equivalent) 4.0% of the hourly rate of pay.

An employee who holds a post graduate diploma or a degree (other than an under graduate degree) shall be paid, in addition to their salary, the following amount:

- A Post Graduate Diploma or Degree (or equivalent) 6.5% of the hourly rate of pay.

An employee who holds a Masters or Doctorate, shall be paid, in addition to their salary, the following amount:

- Masters or Doctorate 7.5% of the hourly rate of pay.

The above allowance will be payable by the employer from the time of presentation of documentary evidence of the qualification.

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

20.9 Preceptor/Mentor

A A Level 1 or Level 2 Registered Nurse or Enrolled Nurse who acts as a preceptor/mentor to a new employee or student undertaking a clinical placement will receive a payment as described in Schedule 4 for every hour whilst acting in this role subject to the following:

- (a) The Preceptor Program must be approved by the Employer; and
- (b) Nurses will be encouraged to participate in Employer approved Preceptor/Mentor training courses.

B Care workers or service employees who act as a mentor to a new employee or a student undertaking a clinical placement, will be paid an allowance of \$2 per hour for up to a maximum of three shifts per new employee or student, subject to the following:

- (a) The Mentor Program must be approved by the Employer; and

- (b) Employees acting as a mentor will be encouraged to participate in Employer approved Mentor training courses.

The Mentor Allowance will be effective from the date of approval of this Agreement by the Fair Work Commission.

20.10 Telephone Expenses

An employee who uses their own mobile phone for authorised business purposes shall be reimbursed the cost of any such calls or text messages.

20.11 Unusually Foul and Nauseous Linen

(a) Employees working in a laundry who are required to handle unusually foul and nauseous linen as defined by the employer (or a manager nominated by the employer) shall be paid an amount as described in Schedule 4 per week extra. Part time employees and casual employees shall be paid 1/38th of the weekly allowance when so engaged for each hour worked.

(b) Employees required to handle foul and nauseous linen during a period of "lockdown" resulting from an outbreak of an infectious disease (typically gastroenteritis or influenza) as prescribed in relevant State and National Guidelines and/or Standards will be paid this allowance for the period of the lockdown.

(c) Employees required to handle unusually foul and nauseous linen in a specified situation, as defined by the employer, will be paid this allowance for the period of the specified situation. Part time employees and casual employees shall be paid 1/38th of the weekly allowance when so engaged for each hour worked.

20.12 Work Practices Allowance (General Staff Only)

In recognition of the fact that flexible work practices currently required by the employer apply in many facilities and that many general staff at the request of the employer work across functions outside of their substantive area of employment, all general staff who continue to accept such flexible work practices shall be paid an allowance at the rate described in Schedule 4 per week for full time employees and on a proportionate basis for part time and casual employees.

20.13 Higher Duties

An employee who, for a period of 5 consecutive working days or more, performs the duties of an employee with a higher classification, then that employee shall be paid the rate applicable to the higher paid classification.

20.14 Unscheduled Cancellations – Community Care

(a) **Single Client Engagement**

Where the employee arrives to deliver services to a single client and an unscheduled cancellation occurs (eg, a client is not home at the scheduled time) the employee will be paid for the minimum engagement of 1 hour. Travel allowance to and from the client's home will not be paid.

(b) **Multiple Client Engagement**

Where an unscheduled cancellation (client not home) occurs on an engagement where the employee has more than one client scheduled, the employee will not be paid for the time that they were scheduled to deliver services to that client. In these circumstances travel payments to and from the client's home will be paid.

Should the event arise that all clients scheduled on any particular engagement become unscheduled cancellations, the minimum engagement of 1 hour will be paid.

21. Payment of Wages

21.1 Time and Interval of Payment

- (a) Wages will be paid fortnightly in arrears by deposit to an account of a financial institution nominated by the employee.
- (b) Wages are electronically transferred by the employer so that they are deposited in the employee's nominated bank account or financial institution by the Thursday following the end of the fortnightly pay period.
- (c) Provided that where the employer has had a problem transferring the payment electronically, payment may be made by some other means to the employee.
- (d) When a public holiday falls on a normal pay day, wages shall be transferred by the employer on the last working day prior to the public holiday.

21.2 Authorised Deductions

Where authorised by the employee the employer is able to make deductions from the employee's wages, either during employment or on termination of the employment, in respect of any monies owed to the employer.

21.3 Overpayment

- (a) In the event of an overpayment to an employee, where the overpayment has been made in one pay period, the following shall apply:
- (i) the employer will negotiate a repayment arrangement with the employee;
 - (ii) if agreement is reached, such agreement will be documented and implemented; and
 - (iii) subject to authorisation by the employee, the overpayment will be repaid over a maximum of six (6) pay periods and the employer is authorised to deduct the overpayment from the employee's pay.
- (b) In the event of an overpayment to an employee where the overpayment has been made over more than one pay period, the following shall apply:
- (i) the employer will negotiate a repayment arrangement with the employee; and
 - (ii) if agreement is reached, such agreement will be documented and implemented.
- (c) In relation to (b) above, the employer will give due consideration to the ability of the employee to repay the overpayment. Upon termination, and subject to the authorisation of the employee, any balance remaining of any overpayment will be deducted from any accrued entitlements or other payments due to be paid to the employee.
- (e) By agreement between the employer and the employee, this clause may be waived or varied.

21.4 Penalty for Late Payment

- (a) Except in circumstances beyond the control of the employer, an employee whose pay is not paid on the day required above the employee shall be paid at overtime rates for all time worked up to a maximum of 7.6 hours per day until such time as they receive their pay directly or it is deposited into their nominated bank account or financial institution.
- (b) Provided that in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of pay.
- (c) For the purpose of this clause, the ordinary time wages shall be exclusive of premiums, loadings or penalties.

21.5 Payment on Termination

Where employment is terminated, all moneys owing shall, where practical, be deposited in the employee's nominated bank account or financial institution on the normal pay day for that employee following their termination date or on such other day as may be agreed between the employee and the employer's representative.

21.6 Statement of Earnings

On or prior to pay day the employer shall provide to the employee, particulars in writing, setting out the full details of the wages paid to the employee, any deductions which have been made from the employee's pay, and accrued annual leave entitlements, this may be done in form of a paper pay slip, alternately electronically.

If possible under its existing payroll system, the employer will also provide details of an employee's long service leave accruals.

22. Superannuation

- 22.1** Superannuation contributions will be paid monthly on behalf of eligible employees in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* ("the SG Act") (as amended).
- 22.2** Employer Superannuation contributions will be paid into a superannuation fund nominated by the employee.
- 22.3** The fund nominated by the employee must be a complying fund in accordance with the SG Act (as amended).
- 22.4** The employee shall advise the employer of the superannuation fund into which his or her contributions are to be paid within fourteen (14) days of commencing employment with the employer.
- 22.5** In the absence of an employee nominated fund, the default fund shall be a fund nominated by the employer, currently HESTA (Health Employees Superannuation Trust of Australia) provided it continues to offer a My Super option.

23. Salary Packaging and Salary Sacrifice

- 23.1** The rate of pay specified in the applicable wage rate schedule of this Agreement may be packaged in accordance with the employer's salary packaging program and the relevant legislation.
- 23.2** By agreement with the employer, employees who elect in writing to do so, may convert a component of their weekly ordinary time wage to packaged benefits.

23.3 The terms and conditions of such a package must be subject to the following provisions:

- (a) Overtime and shift penalties must be calculated on the wage level which would have applied to the employee if the employee had not participated in salary packaging.
- (b) Non-salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay; including long service leave.
- (c) If during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.
- (d) In the event of termination of employment, all entitlements due under a salary packaging agreement will be paid as a cash wage benefit.
- (e) Superannuation payments required under the Superannuation Guarantee Act (as amended) must be calculated on the wage rate set out in the applicable Schedule of this Agreement as if no salary packaging agreement was in place.
- (f) Employees who have entered into a salary packaging agreement will maintain the ability to review, amend or withdraw from such an agreement at any time.
- (g) Any negotiated increases payable to employees covered by a salary packaging agreement shall be applied to the base rate of pay before salary packaging.
- (h) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wage and benefit, than currently provided for in this Agreement.
- (i) In the promotion and implementation of salary packaging to employees, the employer will advise each employee in writing:
 - (i) that there is no compulsion for any employee to participate in salary packaging;
 - (ii) that all conditions of this Agreement, other than salary packaging, will continue to apply;
 - (iii) of the classification level and the current base wage payable under this Agreement;
 - (iv) that the structure of any agreed salary package complies with taxation and other relevant laws;

- (v) that they may consult with a financial adviser prior to signing any salary packaging agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign it.
 - (vi) of the right of the employee to inspect details of the payments and transactions made under the terms of any salary packaging agreement and where such details are maintained electronically, the employee must be provided with a print-out of the relevant information;
 - (vii) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period. Where any such balance is carried forward resulting in a liability to pay fringe benefits tax, such tax will be met by the employee;
 - (viii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employer and the employee must give two months' notice, except in circumstances in which an employee ceases to be employed by the employer.
- (j) That in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in this Agreement.
 - (k) By agreement with the employer, an employee may also sacrifice an additional amount of wages, which would otherwise be payable in accordance with Clause 16 of this Agreement, and have that sacrificed amount contributed to a superannuation fund. Where applicable, the provisions of this Clause shall apply to salary sacrifice arrangements.
 - (l) By agreement with the employer, an employee may also sacrifice an additional amount of wages, which would otherwise be payable in accordance with Clause 16 of this Agreement for such matters as for "non-reportable" fringe benefits and novated leases.

23.4 The employer will make every endeavour to ensure comprehensive salary packaging arrangements are in place to maximise available benefits to all employees.

PART III - HOURS OF WORK AND RELATED MATTERS

24. Hours of Work & Shift Definitions

24.1 The ordinary hours of work for full-time employees shall be 38 hours per week. Provided that full-time employees who at the commencement date of this Agreement were engaged to work 37.5 hours per week shall continue to work 37.5 hours per week.

24.2 Southern Cross Care (Tas.) Inc. understands that part time employees may want to work extra hours from time to time in addition to those agreed pursuant to Clause 14.2 (d). The Employer where safe, practicable and reasonable, will give priority to permanent part time staff to increase additional hours when other staff are on any form of leave. Where a part time employee is offered and accepts more hours than their usual or contracted hours these hours shall not be considered Overtime provided that the hours do not exceed 8 hours in any one day and 38 hours per week and subject to written agreement.

24.3 Ordinary hours of work shall be worked between the following spread of hours:

- Day Work Monday – Friday 0600 hours – 1900 hours
- Shift Work Monday – Sunday 0001 hours – 2400 hours

24.4 The ordinary hours for part time employees shall be determined by the employer with the consent of the employee in accordance with operational requirements of the Business including demand by Care Recipients.

24.5 “Day Shift” means a shift worked between the hours of 0600 – 1900.

“Afternoon Shift” means a shift which finishes between the hours of 1901 – 2400.

“Night Shift” means a shift which finishes between the hours of 0001 – 0730.

“Saturday Shift” means a shift the major portion of which falls on a Saturday.

“Sunday Shift” means a shift the major portion of which falls on a Sunday.

“Public Holiday Shift” means a shift the major portion of which falls on a Public Holiday.

25. Shift Penalties

25.1 Shift Penalties

- (a) Afternoon Shift – time plus 15%.
- (b) Night Shift – time plus 16%

Please note that the applicable Shift Penalty for Night Shift shall be subject to the transitional provisions below:

16.5% from the first full pay period after 1 January 2015

17% from the first full pay period after 1 January 2016

17.5% from the first full pay period after 1 January 2017

- (c) Saturday Shift – time plus 50%.
- (d) Sunday Shift – time plus 100%.

Provided that where work commences between 11.00 pm and midnight on a Sunday the time so worked before midnight shall not entitle the employee to the Sunday rate provided that the time worked by an employee before midnight on a Saturday and extending into Sunday the time worked before midnight shall be regarded as time worked on Sunday.

- (e) Public Holiday Shift – as outlined in the Public Holidays clause of this Agreement.
- (f) Overtime penalty rates apply to the exclusion of the Shift Penalties.

26. Overtime

26.1 Requirement to work reasonable overtime

- (a) The employer may require an employee to work reasonable overtime at overtime rates.
Each day's overtime shall stand alone.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - any risk to employee health and safety;
 - the employee's personal circumstances including any family responsibilities;
 - the needs of the workplace or enterprise;
 - the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - any other relevant matter.
- (c) No overtime shall be worked without the prior approval of the employer.

26.2 Overtime Penalty Rates

1. Day Worker

- (a) For a Day Worker required to work on Monday to Saturday but outside the spread of hours specified in the Hours of Work clause of this Agreement – time and one half for the first 2 hours and double time thereafter.
- (b) For a Day Worker required to work on Sunday – double time.
- (c) For a Day Worker required to work on a Public Holiday – time plus time and one half.

Provided always that an employee who holds a position which regularly requires him/her to work on public holidays shall, where mutually agreeable, be paid, in addition to any paid time off in lieu granted by the employer concerned, at the rate of time and one half of his/her ordinary rate for the first 8 hours worked during his/her normal spread of hours, and thereafter in accordance with the overtime rates above.

Provided that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.

2. Shift Worker

- (a) For work performed by a shift worker outside the ordinary hours of his/her shift, double time shall be paid. But such payment shall not apply to those cases where arrangements have been made between the employees themselves, or in cases due to rotation of shifts.
- (b) Provided always that in cases where the employer has been given less than 4 hours' notice that an employee rostered to relieve an afternoon or night shift worker, will not attend to do so at the proper time, such unrelieved shift worker shall be paid, for the extra time worked, at the rate of time and one half until the 4 hours have elapsed from the time notice was given to the employer.
- (c) For all time worked beyond the four hour spread referred to herein the unrelieved shift worker shall be paid at the rate of double time.
- (d) In all other cases the unrelieved shift worker shall be paid at the rate of double time until relieved.

26.3 Calculation of overtime penalty to be based on agreement rates

In the case of a casual employee, the relevant penalty rate for any overtime shall be calculated at the base rate of pay.

26.4 Time off in lieu of overtime

Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent.

- (a) Provided that such agreement involves the employee indicating that he/she has had an opportunity to consult with an employee representative.
- (b) Provided further that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

26.5 Rest period after overtime

- (a) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on 1 day and the commencement of his/her ordinary work on the next day that he/she has not had at least 8 consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until he/she has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If on the instructions of his/her employer such an employee resumes or continues work without having had such 8 consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and shall then be entitled to be absent until he/she has 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days.

26.6 Meal Break when required to work overtime

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 ordinary rates. The 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.

26.7 Overtime Meal Arrangements when notice not given

- (a) An employee will be supplied with an adequate meal where the employer has adequate cooking and dining facilities, or be paid a meal allowance of \$11.73 in addition to any overtime payment as follows:
 - i. When required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour;
 - ii. Provided that where such overtime work exceeds four hours a further meal or allowance of \$11.73 will be paid.
- (b) The above clause will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request meal allowance will be paid on the same day as overtime is worked.

26.8 Call Arrangements

1. Call back

- a) Except where otherwise specifically provided an employee recalled to work overtime after leaving his/her employer's premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to his/her salary:
 - for the first recall a minimum payment of 4 hours' work; and
 - for each subsequent recall a minimum payment of 3 hours' work.
- b) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
- c) Provided further that an employee who is recalled to work within 2 hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of 2 hours at double time.
- d) Where an employee is recalled to work a second time, and such recall is within the hours for which payment is already due, the time worked in the first and second recall shall be combined for the purpose of calculating payment.

2. Close call

- (a) An employee may be required by the employer to remain on close call (that is on call for duty and not allowed to leave the precincts of the facility or residence).
- (b) An employee held on close call shall:
 - if not required to commence work be paid a minimum payment equivalent to six hours at his/her normal salary; or

- if required to commence work be paid in accordance with the appropriate overtime rate, provided that such payment shall be at least equivalent to the minimum payment set forth in Clause 26.8.1 (a) of this Agreement.

26.9 Daylight Saving

Upon the changeover of time as a result of daylight saving each year the following shall apply:

- (a) Employees shall be paid for actual time worked irrespective of the length of the shift.
- (b) Employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost and all time worked shall be paid at applicable penalty rates.
- (c) For the avoidance of doubt, an employee who works an additional 1 hour due to Daylight Saving will not be entitled to any overtime payment for the 1 additional hour worked.

27. Meal Breaks, Meal Charges and Rest Periods

27.1 Meal Breaks

- (a) Employees working in excess of 4 continuous hours per day shall take a meal break of 30 minutes.
- (b) All meal breaks for shift workers are paid.
- (c) All other meal breaks are unpaid except in the following circumstances:
 - (i) where an employee who is a day worker is unable to leave the facility and may be called upon to return to work during a meal break, the meal break will be paid;
 - (ii) in situations where a meal break is paid, the overtime provisions do not apply;
 - (iii) where an employee on a paid meal break is interrupted during the meal break by an authorised call to duty, the employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary work hours. An employee is able to claim overtime for the interrupted meal break.
 - (iv) An employee who is on an unpaid meal break and who is directed to work during their meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and one half of his/her relevant agreement rate.

- (d) The intention of the provision of a paid meal break is to provide payment for employees who cannot leave the workplace during meal breaks and who may be interrupted by a call to duty during a meal break.
- (e) The time of taking meal breaks will be determined by the employer after consultation with the employee.
- (f) The employer must clearly show the time span of the employee's paid meal break which shall be taken between the beginning of the fourth hour and the end of the sixth hour:
 - (i) Provided that a day shift worker shall have his/her meal break not later than between the hours of 12.00 midday to 2.00 p.m.;
 - (ii) Provided further that the above requirements can be altered by mutual agreement between the employer and the employee(s).
- (g) That in addition to meal breaks listed above each employee who works a minimum of 4 hours will be entitled to one (1) 15 minute paid tea break per shift.

27.2 Meal Charges

The maximum amount that shall be charged or deducted where an employee receives a meal from his/her employer during ordinary hours of work, shall be in accordance with and increased as per Schedule 4 of this Agreement:

27.3 Rest Periods

An employee's supervisor may approve short breaks at appropriate times.

28. Rosters

28.1 Shift Workers

- (a) Ordinary hours
 - (i) The ordinary hours of shift workers shall not exceed:
 - 8 in any one day;
 - 48 in any one week;
 - 88 in 14 consecutive days;
 - 114 in 21 consecutive days; or
 - 152 in 28 consecutive days.
 - (b) Subject to the following conditions shift workers shall work at such times as the employer may require:

- (i) a shift shall consist of not more than 8 hours unless agreement is reached pursuant to Clause 28.3
 - (ii) unless agreed between the parties an employee shall not be required to start a shift unless there is a break of at least 9 hours from her/his previous shift;
- (c) Provided that agreement may be reached between the parties to allow for special circumstances

28.2 Part-time shift workers - hours

- (a) Part-time shift workers, as defined, shall be entitled to the provisions of this clause with the following exceptions:
- (i) the maximum hours in any one fortnight shall be 80, provided that the maximum hours in 28 consecutive days shall not exceed 152 hours;
 - (ii) the maximum hours in any one day shall be 8 (except where such hours are worked in accordance with the provisions of Clause 28.3 and 28.4(b) Any time worked outside of these hours shall be paid at the rate of double time.

28.3 Twelve Hour Shifts

By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 12 ordinary hours per day.

PROVIDED that such agreement may be discontinued by either the employee or the employer giving the other 14 days' (one fortnight) written notice.

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

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

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

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

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

28.4 Broken shifts

By agreement in writing between an employee and the employer, an employee may work broken shifts. Broken shifts must be worked in accordance with the rostering requirements of this Agreement.

Broken shifts may be worked to a maximum span of 12 ordinary working hours per day.

Each portion of the shift will be paid at the relevant rate (including any penalty rates) provided that overtime rates will not apply unless:

- (a) the employee has exceeded the daily or weekly limit;
- (b) the second shift was not rostered;
- (c) the broken shift exceeds a span of 12 working hours (in which case the portion beyond 12 hours will attract overtime).

PROVIDED that such agreement may be discontinued by either the employee or the employer giving the other 14 days' (one fortnight) written notice.

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

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

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

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

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

Provided that in emergency situations a broken shift may be worked by mutual agreement between the employer and the employee. All work performed in excess of a spread of nine hours shall be paid at the rate of double time.

28.5 Number of shifts

No more than 8 shifts may be worked by an employee in any 9 consecutive days.

28.6 Roster Changes

The structure of a whole roster will not be changed without the provision of 4 weeks' notice, provided that an employee's place on such roster shall not be changed except on one week's notice of such change.

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

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

28.7 Minimum days off

Provide for a minimum of 2 consecutive days off each week except where by mutual agreement between the employer and the employee(s) concerned, alternative arrangements are made.

28.8 Handover

In situations where meal breaks are paid and therefore there is not sufficient paid time each day to allow for handover, a maximum of 45 minutes per day (24 hour period) will be paid for handover.

This handover time will be paid at the rate applying to the shift worked by the employee however no overtime rates apply.

In the event that handovers are completed in less than 45 minutes per day only the time worked during handover will be paid.

Provided that where handover time is greater than 45 minutes per day no extra payments will be made in excess of 45 minutes.

28.9 Cancellation

Casual employees shall be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to commencement for morning shifts and up to 6 hours prior to commencement for afternoon or night shifts.

PROVIDED THAT the above notice period is a minimum and the Employer commits to give as much notice as possible in relation to the cancellation of casual work.

PROVIDED FURTHER THAT where the minimum notice as described in subclause (ii) is not given the employee shall be entitled to 3 hours pay.

A casual employee who has their shift cancelled with less than the requisite notice and who has incurred child care net fees from a registered child care provider as a result, shall on presentation of receipts to the employer, be entitled to a full reimbursement of these child care net fees provided that the claim for reimbursement must be made to the employer within 2 pay fortnights of incurring the loss.

PART IV - PUBLIC HOLIDAYS AND LEAVE

General

- (a) A key priority of this Agreement is that the employer expects and relies upon each team member's ability to be at work as and when required to achieve the completion of work and set performance targets on time and to the required quality standard. To ensure the smooth running of the Business, all reasonable effort must be made by an employee to advise his or her immediate supervisor at least 2 hours before the normal start time on any day of absence. The same requirement applies if an employee is going to be late.
- (b) In accordance with the provisions of this Agreement, there is no entitlement to paid leave for a casual employee. Unpaid leave may be accessed as approved by the employer.

29. Public Holidays

- 29.1** For the purposes of this agreement 'Public Holidays' means the following days:

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, Queens Birthday, Show Day and the first Monday in November in those districts where Hobart Regatta day is not observed, or such other day as may be observed in the locality in lieu of or made additional to any of the aforementioned holidays.

- 29.2** When Christmas Day (25 December) falls on a Saturday or Sunday, this Agreement will observe a Public Holiday on both the 25th December and the additional subsequent weekday.

- 29.3** A public holiday will also include any day substituted for or made additional to a day listed above as provided for under the Tasmanian Statutory Holidays Act 2000.

- 29.4** An employee required to work on any of the holidays mentioned in this clause, where such holiday applies at his/her normal place of work, but because his/her duties require the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

- 29.5** An employee, in addition to their ordinary pay for work performed on a public holiday shall be paid the applicable loading which shall be subject to the transitional provisions as follows:

- Currently 140% from 1 July 2013; and
- 150% from the first full pay period following 1 July 2014.

30. Annual Leave

30.1 Entitlement

- (a) Full time and part time employees shall be entitled to 4 weeks' paid annual leave.
- (b) For the purpose of the NES a shiftworker, for the purpose of an additional one week of annual leave, is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in this Agreement; and/or an employee who worked for more than four ordinary hours on 10 or more Saturday and/or Sunday shifts in one year effective from anniversary date.
- (c) Annual leave is cumulative fortnightly and will accrue on a pro-rata basis for part-time employees.
- (d) A period of annual leave does not break an employee's continuity of service.
- (e) An employee who is certified as unfit for duty because of personal illness by a medical practitioner during a period of annual leave, shall be given credit for the time so certified and the paid annual leave shall be extended by the number of days that the employee has been so certified as unfit for duty.

30.2 Payment for leave

- (a) For the purposes of annual leave, the payment for annual leave is the employee's base rate of pay immediately before the period of leave begins.
- (b) In addition to the base rate of pay, a shift-worker will also receive the greater of:
 - (i) any incentive-based payments and bonuses, loadings, monetary allowances, penalty rate or any other similar separately identifiable entitlements for shift workers; or
 - (ii) 17.5%.
- (c) For day workers, a 17.5% annual leave loading will be paid on leave taken.
- (d) The foregoing provisions are subject to the conditions detailed in Clause 30.6 Cashing Out Annual Leave of this Agreement.

30.3 Time of taking leave

- (a) Annual leave is to be taken at a mutually agreed time subject to the operational requirements of the business. The employer may fix the time for taking leave where agreement cannot be reached.
- (b) The employee must give the employer 4 weeks' written notice of intention to take annual leave.
- (c) The employer shall respond to a request for annual leave within 2 weeks of receipt.
- (d) The employer will not unreasonably refuse to authorise an employee to take an amount of annual leave that is credited to the employee, or revoke an authorisation enabling an employee to take annual leave during a particular period.
- (e) There is no maximum limit (except to the extent of the accrual) on the amount of annual leave that an employer may authorise an employee to take.

30.4 Extensive accumulated annual leave

- (a) The employer is able to direct an employee to take up to a quarter of their annual leave entitlement if the employee has an annual leave credit greater than 8 weeks.

30.5 Payment of leave on termination of service

- (a) An employee is entitled to payment for untaken annual leave on termination of employment.
- (b) Where either party terminates the employment, the untaken annual leave is paid at the employee's base rate of pay at the time of termination.

30.6 Cashing out annual leave

- (a) An employee is entitled to cash out up to 2 weeks per annum of their annual leave entitlement at their written request.

Provided that paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

Provided further that each cashing out of a particular amount of paid annual leave must be a separate agreement in writing.

- (b) Leave cannot be cashed out in advance of it being accrued.

- (c) For day workers, payment for cashed out annual leave will be at the agreement rate of pay (as defined). The 17.5% leave loading provided herein will be paid in full when the remaining credit of annual leave is taken.
- (d) For shift workers, payment for cashed out annual leave will be based on the average weekly rate worked by the employee in the preceding 12 months immediately prior to the date the leave is cashed out.
- (e) Payment for cashing out annual leave must be made within a reasonable period.
- (f) Nothing in this clause nor in this Agreement shall be taken in any way as forcing an employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the employee whether or not to forgo an entitlement to take an amount of annual leave.

30.7 Purchase of annual leave

- (a) This Agreement entitles an employee to purchase up to an additional 2 weeks' annual leave per annum by agreement with the employer. This will be by way of a percentage reduction of 1.92% for a shift worker and a percentage reduction of 2.26% for a day worker of their gross fortnightly wage per additional week of leave. The deduction shall be applied and the additional leave shall be accrued on a fortnightly pro-rata basis.
- (b) An employee may only elect to purchase additional leave or cease such an arrangement on two occasions in each period of 12 months. Provided that in the case where an employee is experiencing financial hardship and wishes to cease such an arrangement, this requirement may be waived by the employer.

30.8 Employer Instigated Cancellation of Leave

- (a) If, as a consequence of an employer instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when such cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the employee shall be entitled to recover such otherwise unrecoverable costs from the employer.

PROVIDED THAT such claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.

PROVIDED ALWAYS that the employer shall only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.

- (b) An employee who, during a period of annual leave, responds to an employer instigated request to return to work during such a period of annual leave shall be entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent resumption of annual leave. Such costs are deemed to be those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.

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

- (c) An employee, on returning to work in response to an employer instigated request, shall be re-credited with one day's annual leave for each day or part thereof the employee is deemed to be at work. The employee shall be entitled to observe such additional re-credited day or days in addition to that unused portion of approved annual leave (which the employee would have observed but for the interruption occasioned by his/her return to work) immediately upon the expiration of the period of duty for which the employer recalled the employee.

PROVIDED THAT an employee may elect to take the balance of unused leave and re-credited days at a later date.

31. Personal / Carers Leave

31.1 Entitlement

- (a) An employee will be entitled to paid personal leave if the employee is not fit for work because of an illness or injury (personal leave) or to provide care or support to a member of his or her immediate family or household in the event of their illness or injury or in case of an unexpected emergency affecting them (carer's leave).

Note – immediate family or household shall have the meaning as defined under the definitions of this Agreement.

- (b) Full-time employees will accrue 20 days per annum of paid personal leave. For part-time employees, paid personal leave is calculated as a pro-rata amount of the full-time entitlement.

- (c) Paid personal leave is cumulative.
- (d) Accrued personal leave is not payable upon termination of employment.

31.2 Conditions

- (a) The employer is not required to pay personal/carer's leave entitlements for any period during which the employee is absent from work because of a personal illness or injury for which the employee receives workers compensation payments.
- (b) Employees will notify the employer of the need to take personal leave (paid or unpaid) as soon as practicable. The employer reserves the right to require an employee to submit a medical certificate or statutory declaration for any personal leave taken (paid or unpaid) in accordance with applicable legislation.

31.3 Unpaid Leave

- (a) In the event that an employee has exhausted his or her paid personal leave entitlements, or has no entitlement to personal leave, and they comply with the relevant statutory requirements, he or she will be entitled to an additional 2 days' unpaid carer's leave per occasion in the event of illness or injury of, or an unexpected emergency affecting, an immediate family member or member of their household. The 2 days' unpaid carer's leave do not need to be taken consecutively.
- (b) A period of unpaid carer's leave does not break an employee's continuity of service, however it does not count as service.

32. Compassionate Leave

- 32.1** Employees, other than casuals, will also be entitled to take up to 2 days' paid compassionate leave for each permissible occasion when a member of the employee's immediate family or household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life or dies. The leave can be taken in 2 consecutive days, 2 single days or in distinctly separate periods if the employer and employee agree.
- 32.2** Employees, other than casuals, will be entitled on the death of a parent, partner or child to 5 days of compassionate leave.
- 32.3** Employees, other than casuals, who need to travel interstate under this provision may be entitled to an extra 2 days leave on application.
- 32.4** Casual employees are entitled to unpaid leave for the same periods as those specified above.

- 32.5** An employee who is entitled to compassionate leave under this part is entitled to take the compassionate leave at any time while the illness or injury persists.
- 32.6** Additional leave may be granted at the discretion of the employer. Such leave will be unpaid.

33. Parental Leave

Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

33.1 Definitions

For the purposes of this clause:

'Eligible casual employee' means a casual employee:

- a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- b) An employer must not fail to re-engage a casual employee because:
 - the employee or employee's partner is pregnant; or
 - the employee is or has been immediately absent on parental leave.
- c) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

33.2 Basic Entitlement to Parental Leave

An employee is entitled to Parental leave in accordance with the NES.

33.3 Paid Parental Leave

- a) In order to be eligible to apply for paid parental leave an employee must:
 1. have been employed for 12 months continuous service prior to the expected date of confinement
 2. not be a casual employee
- b) An eligible female employee may apply for 14 weeks paid maternity leave.
- c) An eligible male employee or non-birth partner employee may apply for 1 week paid paternity leave at the time of birth/adoption of child.

- d) Paid parental leave is granted to an employee on the following conditions:
- Leave must be taken in a single unbroken period
 - Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks
 - It is to be paid at an employee's base rate of pay
 - It is not to be extended by public holidays or any other leave falling within the period of leave.
 - Paid parental leave may be paid:
 - On a normal fortnightly basis; or
 - At the rate of half pay over a period of 28 weeks on a regular fortnightly basis
 - Annual and/or long service leave credits can be combined with periods of maternity leave on full or half pay to enable an employee to remain on paid leave for that period.
- e) Part-time employees are entitled to the same provisions as full-time employees. Payment will be at the base rate of pay based on the employee's projected roster at the time of taking leave.

During periods of paid or unpaid maternity leave, personal (sick) leave with pay is not to be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness had arisen from the pregnancy.

34. Community Service Leave

Community Service Leave will be in accordance with the provisions contained in the National Employment Standards (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.

Community Service Leave covers Jury Duty and Community Emergency Activity unpaid leave.

Eligible employees are entitled to receive their applicable ordinary hourly rate of pay for attending Jury Service (limited to 10 days maximum under the NES).

The employee shall notify the employer as soon as practical of the date on which they are required to attend for Jury Service. The employee will also provide the Employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.

Upon notification to attend for Jury Service, the employee is required to submit a Leave Application Form.

Up to 3 days of paid leave may be available, on application, for Community Emergency Activity leave.

35. Long Service Leave

The provisions of the *Long Service Leave Act 1976 (as amended)* will apply to employees covered by this agreement.

Employees who achieve 10 years' continuous service with the employer will be entitled to long service leave of 8.66 weeks.

Employees who achieve at least 7 years' continuous service but less than 10 years continuous service may be entitled to pro-rata leave on termination of employment.

36. Family Violence

1. General Principle

Southern Cross Care (Tas) Inc. recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

2. Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a spouse

3. General Measures

- a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer.
- b) All personal information concerning family violence will be kept confidential..
- c) Southern Cross Care Tas will identify a contact person who will be trained in Family Violence and privacy issues and will advise the name of the contact to all employees.
- d) An employee experiencing family violence may raise the issue with their manager or the contact person.
- e) When requested by the employee, the contact person will liaise with the employee's manager on the employee's behalf and will make recommendations on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.
- f) Southern Cross Care (Tas) Inc. will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

4. Leave

- a) An employee experiencing family violence will have access to personal/carer's leave or unpaid leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital or to mind children.

5. Individual Support

In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, subject to the requirements of the workplace Southern Cross Care (Tas) Inc. will approve any reasonable request from an employee experiencing domestic violence for;

- a) Temporary changes to their span of hours or pattern of hours;
- b) Temporary Job redesign or change to duties;
- c) A temporary change to their telephone number or email address to avoid harassing contact;
- d) Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.
- e) An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.

37. Cultural leave

- a) 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 anyone calendar year:
 1. for the purpose of observation of religious occasions; OR
 2. where there is a cultural day of significance to the employee.
- b) A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- c) An employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- d) Under normal circumstances the employee must provide at least 2 weeks' notice in writing (usually by furnishing an 'Application for Leave' form) of the employee's intention to take leave pursuant to this clause.
- e) An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

38. Workplace Rights

- (a) Union delegates or elected workplace representatives upon application in writing and approval by the employer shall be granted up to five days leave each calendar year. The 5 days granted will be unpaid.

Provided that where possible the Employer will offer approved union delegates additional shifts to 'backfill' to prevent loss of wages. For example, if a union delegate is away from the workplace for one shift, the Employer where possible will offer one additional shift to the union delegate. The additional shifts will be offered in the same four week period the leave is taken.

- (b) This leave is non cumulative and is applicable for the purpose of attending courses conducted by an approved training provider that are designed to provide skills and competencies that will assist the delegate contribute to the prompt resolution of disputes and grievances in the workplace, union annual Delegates Conference, participate in the operation of the Union and attend union education and address new employees about the benefits of union membership at the time that they enter employment.

Provided that other delegate or workplace representative rights such as representing members in bargaining, representing the interests of members to the employer and industrial tribunals and consulting with union members and other employees for whom the delegate is a bargaining representative shall be paid time if rostered to work.

- (c) The application to the Employer must be in writing, including 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 shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave.
- (e) Leave of absences under the clause shall count as service for all purposes of this Agreement.
- (f) All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.
- (g) An Employee may be required to satisfy the employer of attendance at the course to qualify for being offered additional shifts.
- (h) An Employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- (i) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of this Agreement.

39. Notice Board

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

40. Workload

The employer will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.

The employer will ensure that supervisors and managers monitor the hours where employees regularly work hours in excess of the hours for which they are employed. These circumstances will be reviewed.

In most circumstances vacant positions will be filled within three months. If it appears likely that will not be the case, consultation between management and staff will occur.

41. Signatories

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

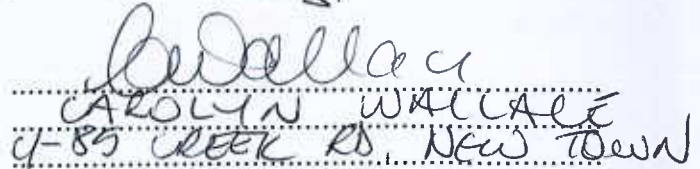
This agreement is signed for and on behalf of the parties:

Mr Richard Sadek
Chief Executive Officer
Southern Cross Care (Tas.) Inc.



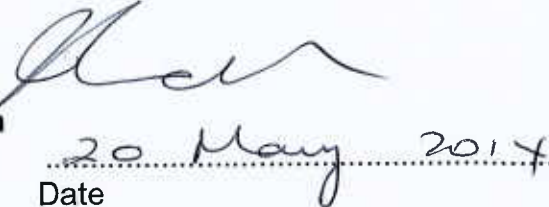
.....
Date 23rd May, 2014

Witnessed by (signature)
Witness name in full (printed)
Witness address



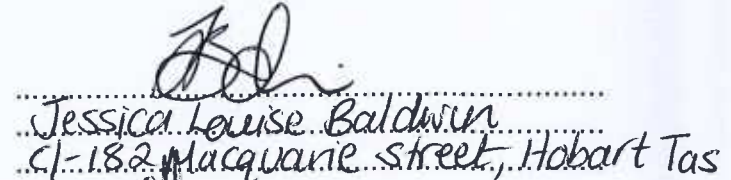
.....
ARWYN WALLACE
c/-85 WHEEL RD, NEW TOWN

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



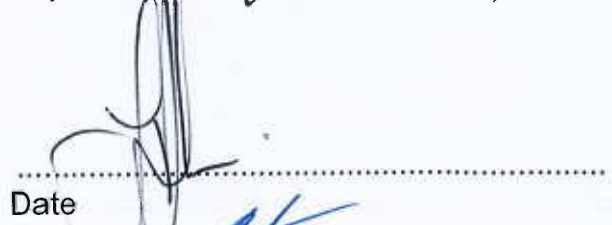
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Date 20 May 2014

Witnessed by (signature)
Witness name in full (printed)
Witness address



.....
Jessica Louise Baldwin
c/-182 Macquarie Street, Hobart Tas

Mr Tim Jacobson
Secretary
Health and Community Services Union



.....
Date

Witnessed by (signature)
Witness name in full (printed)
Witness address



.....
James Edmiston
11 CLIVE ST NEW TOWN TAS 7011

FOR THE EMPLOYER

This Agreement is signed by Mr Richard Sadek in his capacity as Chief Executive Officer of Southern Cross Care Tasmania.

Mr Sadek's work address is:

85 Creek Road
NEW TOWN, TAS 7008

As the Chief Executive Officer of Southern Cross Care Tasmania, Mr Richard Sadek has the authority to sign the Agreement on behalf of the employer.

FOR THE UNIONS

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

Ms Ellis's work address is:

182 Macquarie Street
HOBART TAS 7000

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

This agreement is signed by Mr Tim Jacobson in his capacity as the Secretary of the Health and Community Services Union.

Mr Jacobson's work address is:

11 Clare Street
NEW TOWN TAS 7008

As the Secretary of the Health and Community Services Union, Mr Jacobson has the authority to sign the Agreement on behalf employees who are members of the Health and Community Services Union and are employed pursuant to this Agreement.

Schedule 1 – Nursing Staff Classifications and Salaries

(a) Salary Entry Registered Nurses

A registered Nurse who holds a University qualification which results in their initial registration with the Australian Health Practitioners Regulation Agency shall commence as a registered Nurse Level 1 Year 2.

(b) Salary Re-entry Registered Nurses

Registered Nurses undertaking the re-entry to practice course shall be paid at Level 1 Year 1 during their course clinical time. The nurse shall be paid as a Level 1 Year 2 Registered Nurse for the first 1976 hours. Following successful completion of the re-entry program, all previous nursing experience shall be recognised upon proof of past experience – statement of service/group certificates, *etc.*

(c) Salary Re-entry Enrolled Nurses (amended to reflect undertaking)

Enrolled Nurses undertaking the re-entry to practice course shall be paid at the first increment of the Enrolled Nurse pay scale during their course clinical time. The nurse shall be paid as an . Enrolled Nurse Pay Point 1 for the first 12 months. Following successful completion of the re-entry program, all previous nursing experience shall be recognised upon proof of past experience – statement of service/group certificates, *etc.*

(d) Enrolled Nurse Upgrade to Registered Nurse

An Enrolled Nurse who completes a period of study that entitles them to seek registration with the Australian Health Practitioners Regulation Agency shall, if they wish to continue with the employer, be transferred to a position as Registered Nurse within the facility, where such position is available.

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.

(e) Pay Point Advancement

Employees will advance through pay points within a classification or level at the completion of 1976 ordinary hours "year".

Advancement into a new level of classification can only occur with advancement as per the requirements of this agreement.

Enrolled nurses

Enrolled nurse—pay point 1

Pay point 1 refers to Re-entry enrolled nurse only as per Schedule 1 (c).

Enrolled nurse—pay point 2

- (a) An employee will be appointed to this pay point based on training and experience to an EN/DIV2 qualification as recognised by APRHA. .
- (b) **Skill indicators**
- The employee has limited or no practical experience of current situations; and
 - The employee exercises limited discretionary judgement, not yet developed by practical experience.

Enrolled nurse—pay point 3

- (a) An employee will be appointed to this pay point based on training and experience to an EN/DIV2 qualification as recognised by APRHA.
- (b) Is in the second year of practice. New employees who can provide an evidence of practice of one year or more would be employed at this rate.
- (c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- Speed and flexibility in accurate decision making;
- Organisation of own workload and ability to set own priorities with minimal direct supervision;
- Observation and assessment skills to recognise and report deviations from stable conditions across a broad range of resident and/or service needs; and/or
- Communication and interpersonal skills to meet psychosocial needs of individuals/groups.

Registered nurses

Registered nurse—level 1 (RN1)

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
- (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

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

Registered nurse—level 2 (RN2)

(a) An employee at this level:

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

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

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

- delivering direct and comprehensive nursing care and individual case management to a specific group of residents or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1s, ENs, student nurses and student ENs;
- being responsible for planning and coordinating services relating to a particular group of clients or residents in the practice setting, as delegated by the Clinical Nurse Coordinator;
- acting as a role model in the provision of holistic care to residents or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse—level 3 (RN3)

(a) An employee at this level:

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

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

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

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

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

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

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

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

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Coordinator and the Nurse Manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;

- staff selection;
- implementation and evaluation of resident or client education programs;
- participating in policy development and implementation;
- acting as a coordinator on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse—level 4 (RN4)

(a) An employee at this level:

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

An employee at this level may also be known as an RN L4(clinical), RN L4(management), or RN L4(education).

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

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

- (i) Duties of an **RN L4(clinical)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the RN L4(management) and RN L4(education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and organisation policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Coordinators;
 - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - being accountable for the development, implementation and evaluation of patterns of resident care for a specified span of control;
 - being accountable for clinical operational planning and decision making for a specified span of control; and
 - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

- (ii) Duties of an **RN L4(management)** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the RN L4(clinical) and RN L4(education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nursing management research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and organisation policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse Managers;
 - being accountable for the effective and efficient management of human and material resources within a specified span of control;
 - being accountable for the development and coordination of nursing management systems within a specified span of control; and
 - being accountable for the structural elements of quality assurance for a specified span of control.

(iii) Duties of an **RN L4(education)** will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the RN L4(clinical) and the RN L4(management), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and organisation policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Registered nurse level 5—(RN5)

(a) An employee at this level:

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

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

- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- being accountable for the standards of nursing care for the organisation and for coordination of the nursing service of the organisation;
 - participating as a member of the executive of the organisation, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of organisation policy;
 - providing leadership, direction and management of the nursing division of the organisation in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the organisation;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the organisation;
 - managing the budget of the nursing division of the organisation;
 - ensuring that nursing services meeting changing needs of clients or residents through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

		FFPP on or after 1-Jan-14 3.00%	FFPP on or after 1-Jan-15 3.00%	FFPP on or after 1-Jan-16 3.00%
Weekly Schedule	Current Rate			
ENROLLED NURSES				
New Grad	\$931.93	\$959.89	\$988.68	\$1,018.35
1 st year of service	\$945.80	\$974.17	\$1,003.40	\$1,033.50
2 nd year of service	\$964.02	\$992.94	\$1,022.73	\$1,053.41
REGISTERED NURSES				
RN Level 1				
1 st year of service	\$941.03	\$969.26	\$998.34	\$1,028.29
2 nd year of service	\$986.58	\$1,016.18	\$1,046.66	\$1,078.06
3 rd year of service	\$1,032.06	\$1,063.02	\$1,094.91	\$1,127.76
4 th year of service	\$1,077.58	\$1,109.91	\$1,143.20	\$1,177.50
5 th year of service	\$1,123.08	\$1,156.77	\$1,191.48	\$1,227.22
6 th year of service	\$1,168.63	\$1,203.69	\$1,239.80	\$1,276.99
7 th year of service	\$1,214.09	\$1,250.51	\$1,288.03	\$1,326.67
8 th year of service & thereafter	\$1,259.62	\$1,297.41	\$1,336.33	\$1,376.42
RN Level 2				
1 st year of service	\$1,305.12	\$1,344.27	\$1,384.60	\$1,426.14
2 nd year of service	\$1,335.46	\$1,375.52	\$1,416.79	\$1,459.29
3 rd year of service	\$1,365.80	\$1,406.77	\$1,448.98	\$1,492.45
4 th year of service & thereafter	\$1,396.15	\$1,438.03	\$1,481.18	\$1,525.61
RN Level 3				
1 st year of service	\$1,453.06	\$1,496.65	\$1,541.55	\$1,587.80
2 nd year of service	\$1,487.18	\$1,531.80	\$1,577.75	\$1,625.08
3 rd year of service	\$1,521.33	\$1,566.97	\$1,613.98	\$1,662.40
4 th year of service & thereafter	\$1,555.44	\$1,602.10	\$1,650.17	\$1,699.67
RN Level 4				
Grade 1(1- 30 beds)	\$1,737.49	\$1,789.61	\$1,843.30	\$1,898.60
Grade 2 (61-90 beds)	\$1,737.49	\$1,789.61	\$1,843.30	\$1,898.60
Grade 3 (91-120 beds)	\$1,737.49	\$1,789.61	\$1,843.30	\$1,898.60
Grade 4 (121 beds & above)	\$1,870.25	\$1,926.36	\$1,984.15	\$2,043.67
RN Level 5				
Grade 1(1- 30 beds)	\$1,737.49	\$1,789.61	\$1,843.30	\$1,898.60
Grade 2 (61-90 beds)	\$1,870.25	\$1,926.36	\$1,984.15	\$2,043.67
Grade 3 (91-120 beds)	\$2,003.00	\$2,063.09	\$2,124.98	\$2,188.73
Grade 4 (121 beds & above)	\$2,154.70	\$2,219.34	\$2,285.92	\$2,354.50

Schedule 2 - General Staff Classifications and Salaries

Aged care employee—Band 1

Entry level:

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

An employee in this Band

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

Indicative tasks performed in this band are:

General and administrative services	Food services
General clerk Laundry hand Cleaner Assistant gardener	Food services assistant

Aged care employee—Band 2

An employee in this band.

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

Indicative tasks performed in this Band are:

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

Aged care employee—Band 3

An employee in this band:

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

Indicative tasks performed in this Band are:

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

Aged care employee—Band4

An employee in this band:

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

Indicative tasks performed in this band are:

General and administrative services	Food services	Personal care
Senior clerk Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over)	Senior cook (trade)	Personal care worker grade 3 Community and Home Based Care Employees.

General and administrative services	Food services	Personal care
Gardener (trade or TAFE Certificate III or above) Home Care Employee - Administration		

Aged care employee—Band 5

An employee in this band

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

Indicative tasks performed in this Band are:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4

Aged care employee—Band 6

An employee in this band:

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

Indicative tasks performed in this Band are:

General and administrative services	Food services
Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef

Aged care employee—Band 7

An employee in this band:

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

Indicative tasks performed in this Band are:

General and administrative Services	Food services	Personal care
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor	Personal care worker grade 5

Pastoral Carer - Level 1

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- possesses well developed communication, interpersonal skills
- requires formal qualifications and/or relevant training or experience.

Pastoral Carer - Level 2

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- possesses well developed communication, interpersonal skills
- Requires formal qualifications as a minimum at the Certificate IV in Pastoral Care or equivalent.

Agreement Classifications Weekly Schedule	Nursing Home Award Classification	Current Rate	FFPP on or after 1-Jan-14 3.00%	FFPP on or after 1-Jan-15 3.00%	FFPP on or after 1-Jan-16 3.00%
Aged Care Employee Band 1	Services Level 1	\$666.25	\$686.24	\$706.82	\$728.03
	Administration Adult Entry	\$687.53	\$708.16	\$729.40	\$751.28
Aged Care Employee Band 2	ECA Level 1	\$663.26	\$683.16	\$703.65	\$724.76
	Services Level 2	\$684.68	\$705.22	\$726.38	\$748.17
	Administration 1A	\$706.56	\$727.76	\$749.59	\$772.08
	Administration 1B	\$720.52	\$742.14	\$764.40	\$787.33
	Administration 2A	\$728.56	\$750.42	\$772.93	\$796.12
	Administration 2B	\$742.10	\$764.36	\$787.29	\$810.91
	Administration 3A	\$758.61	\$781.37	\$804.81	\$828.95
	Administration 3B	\$769.60	\$792.69	\$816.47	\$840.96
Aged Care Employee Band 3	ECA Level 2	\$703.98	\$725.10	\$746.85	\$769.26
	Services Level 3	\$714.27	\$735.70	\$757.77	\$780.50
Aged Care Employee Band 4	ECA Level 3	\$720.27	\$741.88	\$764.13	\$787.06
	Services Level 4	\$742.57	\$764.85	\$787.79	\$811.43
	Administration 4	\$785.68	\$809.25	\$833.53	\$858.53
	Administration 5	\$810.64	\$834.96	\$860.01	\$885.81
	Administration 6	\$838.14	\$863.28	\$889.18	\$915.86
Aged Care Employee Band 5	ECA Level 4	\$733.99	\$756.01	\$778.69	\$802.05
	Services Level 5	\$785.87	\$809.45	\$833.73	\$858.74
Aged Care Employee Band 6	Services Level 6	\$810.73	\$835.05	\$860.10	\$885.91
Aged Care Employee Band 7	ECA Level 5	\$752.86	\$775.45	\$798.71	\$822.67
	Services Level 7	\$838.16	\$863.30	\$889.20	\$915.88
	Services Level 8	\$859.61	\$885.40	\$911.96	\$939.32
	Administration 7	\$880.45	\$906.86	\$934.07	\$962.09
Pastoral Carer	Level 1	\$859.12	\$884.89	\$911.44	\$938.78
	Level 2	\$931.93	\$959.89	\$988.68	\$1,018.35

Schedule 3 – Community Care Staff Classifications and Salaries

Home care employee level 1

A position in this level has the following characteristics:

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

Accountability and extent of authority

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

Judgment and decision-making

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

Specialist knowledge and skills

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

Interpersonal skills

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

Qualifications and experience

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

Home care employee level 2 (Previously Community Care Service Employee)

A position in this level has the following characteristics:

Accountability and extent of authority

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

Judgment and decision-making

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

Specialist knowledge and skills

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

Interpersonal skills

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

Qualifications and experience

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

Home care employee level 3 (Previously Community Care Extended Care Assistant & Community Care Lifestyle Assistant)

A position in this level has the following characteristics:

Accountability and extent of authority

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

Judgment and decision-making

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

Specialist knowledge and skills

Indicative but not exclusive tasks include:; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; assistance with communication, accompanying clients on outings, domestic assistance and organising appointments., provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; promote and maintain independent living skills: clean, fitting and removal of aids and appliances, assist with administration of medications, basic catheter care, assistance with communication, plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

Interpersonal skills

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

Qualifications and experience

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

Home care employee level 4 (Community Care Lifestyle and Leisure Coordinator)

A position in this level has the following characteristics:

Accountability and extent of authority

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

Judgment and decision-making

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

Specialist knowledge and skills

- (a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of planning lifestyle programs which maintain and improve mental acuity, together with skills in planning activities to manage challenging behaviours.
- (b) Indicative but not exclusive of the skills required include: computer and other office skills; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.
- (c) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable

Interpersonal skills

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

Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 4 or equivalent as well as have relevant experience.

Home care employee level 5 (Case Managers)

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

Accountability and extent of authority

- (a) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- (b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (c) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (d) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Judgment and decision-making

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

Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Case managers must have well developed skills in clients and carer advocacy, assessment and care planning and evaluation of the effectiveness of same.

Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

Management skills

- (a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

Interpersonal skills

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

Qualifications and experience

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

Home care employee level 6 (Coordinators)

A position in this level includes care co-ordinator of the diverse range of community care services, and supervisor. A position in this level has the following characteristics:

Accountability and extent of authority

- (a) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- (b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (c) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (d) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Judgment and decision-making

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

Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant legislation and guidelines for the variety of programs as well as procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and are responsible for the implementation of same. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees. Coordinators must have advanced skills in clients and carer advocacy, assessment and care planning and evaluation of the effectiveness of same. Coordinators require a thorough understanding of Continuous Improvement systems and are responsible for the implementation and evaluation of audits in line with the organisations systems.

Management skills

- (a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, significant others, allied health professionals, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature. Coordinators are required to assist with the preparation of submissions and reports for external agencies.

Qualifications and experience

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

		FFPP on or after 1-Jan-14 3.00%	FFPP on or after 1-Jan-15 3.00%	FFPP on or after 1-Jan-16 3.00%
	Current Rate			
Home Care Employee level 1 (Service)				
Pay point 1	\$670.27	\$690.38	\$711.09	\$732.42
Home Care Employee level 2 (Service Employee)				
Pay point 1	\$710.60	\$731.92	\$753.88	\$776.49
Pay point 2	\$740.67	\$762.89	\$785.78	\$809.35
Home Care Employee level 3 (Personal Care & Lifestyle and Leisure)				
Pay point 1 (Cert III)	\$725.14	\$746.89	\$769.30	\$792.38
Pay point 2	\$764.62	\$787.56	\$811.19	\$835.52
Lifestyle and Leisure Coordinator				
Pay Point 1	\$813.59	\$838.00	\$863.14	\$889.03
Home Care Employee level 5 (Case Manager) (EN Equivalent)				
Pay point 1 (degree or diploma)	\$945.80	\$974.17	\$1,003.40	\$1,033.50
Pay point 2	\$964.02	\$992.94	\$1,022.73	\$1,053.41
Home Care Employee level 6 Coordinator (RN L2)				
Pay point 1	\$1,305.12	\$1,344.27	\$1,384.60	\$1,426.14
Pay point 2	\$1,335.46	\$1,375.52	\$1,416.79	\$1,459.29
Pay point 3	\$1,365.69	\$1,406.66	\$1,448.86	\$1,492.33
Pay point 4	\$1,396.15	\$1,438.03	\$1,481.18	\$1,525.61
	Current Rate	FFPP on or after 1-Jan-14 3.00%	FFPP on or after 1-Jan-15 3.00%	FFPP on or after 1-Jan-16 3.00%
Home Care Employee level 1 (Service)				
Pay point 1	\$670.27	\$690.38	\$711.09	\$732.42

Schedule 4 - Allowances

Type	Current Rate	FFPP on or after 1-Jan-14 3.00%	FFPP on or after 1-Jan-15 3.00%	FFPP on or after 1-Jan-16 3.00%
In Charge (per shift)	\$25.13	\$25.88	\$26.66	\$27.46
On Call per hour	\$1.32	\$1.36	\$1.40	\$1.44
On Call minimum per day/shift	\$12.60	\$12.98	\$13.37	\$13.77
Travel whilst delivering community care				
Travel (a)	\$1.00	\$1.03	\$1.06	\$1.09
Travel (b)	\$0.87	\$0.90	\$0.92	\$0.95
per km				
Preceptor	\$2.18	\$2.25	\$2.31	\$2.38
per hour				
Mentor per hour	\$2.00	\$2.06	\$2.12	\$2.19
Unusually Foul and Nauseous Linen	\$11.69	\$12.04	\$12.40	\$12.77
per week				
Work Practices Allowance	\$6.23	\$6.42	\$6.61	\$6.81
per week				
Meal Charges	\$4.70	\$4.84	\$4.99	\$5.14
	\$3.61	\$3.72	\$3.83	\$3.94
	\$3.28	\$3.38	\$3.48	\$3.58
	\$3.28	\$3.38	\$3.48	\$3.58
	\$3.28	\$3.38	\$3.48	\$3.58
Overtime Meal Allowance	\$11.73			

FAIR WORK COMMISSION

SOUTHERN CROSS CARE (TAS) INC
(Applicant)

Undertakings provided by Southern Cross Care (Tas) Inc for the *Southern Cross Care (Tas) Inc Staff Enterprise Agreement 2014 (Agreement)*

In accordance with section 190(3) of the *Fair Work Act 2009*, Southern Cross Care (Tas) Inc provides the following undertaking:

1. Clause 14.1(c) will be added:

Full-time Employees will receive a minimum payment for each engagement in respect of ordinary hours of work:

- (i) For Employees under Schedule 2 (General Staff) – 4 hours;
- (ii) For all other employees – 2 hours.

2. Clause 14.2(f) will be added:

Part-time Employees will receive a minimum payment for each engagement in respect of ordinary hours of work:

- (i) For Employees under Schedule 2 (General Staff) – 2 hours;
- (ii) For all other employees – 2 hours.

3. Clause 14.4(d) will be added:

Casual Employees will receive a minimum payment for each engagement in respect of ordinary hours of work:

- (i) For Employees under Schedule 3 (Community Care Staff) – 1 hour;
- (ii) For all other employees – 2 hours.

4. Clause 20.12 (Work Practices Allowance) will apply to employees classified under *Schedule 3 – Community Care Staff*.

5. The last sentence in clause 24.2 will be deleted and replaced with:

Where a part time employee is offered and accepts more hours than their usual or contracted hours these hours shall not be considered Overtime provided that the hours do not exceed:

- a) For Day Workers – 8 hours (or 10 hours if agreed under clause 24.6) in any one day and 38 hours per week and subject to written agreement;
- b) For Shift Workers – the maximum hours listed in clause 28.2.

6. Clause 24.6 will be added:

The maximum shift length for a Day Worker will be eight hours. By agreement a Day Worker may work up to ten hours per shift.

7. Clause 24.4 will be deleted.

8. Add new clause 26.2.1(d):

All time worked in excess of 8 hours per day (or 10 hours per day for an employee who has agreed to work up to 10 hours per shift under clause 24.6) or 38 hours per week will be paid at the rate of:

(a) For Monday to Friday: time and one half for the first two hours and double time thereafter;

All time worked on Saturday, Sunday and Public Holidays, is to be paid according to the relevant sub-clauses in clause 26.2.1(a), (b) and (c).

9. For the purposes of clause 24.2 and clause 26.2.2, overtime for shiftworkers is payable at double time except on a public holiday in which case it is paid at double time and a half. Overtime is payable in the following circumstances:

(a) Work outside of agreed upon hours at commencement of employment, or rostered shift hours on any one day, provided there has not been written agreement to alter these hours as is provided for by 14.2(d);

(b) Work in excess of 8 hours in a day (unless a 12 hours shift has been agreed to pursuant to clause 28.3 in which case it is 12 hours);

(c) For full-time shift workers work in excess of:

- i. 48 hours in any one week;
- ii. 88 hours in 14 consecutive days;
- iii. 114 hours in 21 consecutive days; or
- iv. 152 hours in 28 consecutive days.

10. For the purposes of clause 28.2, overtime worked in accordance with sub-clause (i) and/or (ii) will be paid at double time.

11. Under Part IV – Public Holidays and Leave, in clause (b) delete 'Unpaid leave may be accessed as approved by the employer'.

12. In clause 30.3(a), delete 'The employer may fix the time for taking leave where agreement cannot be reached'.

13. In Schedule 2, the minimum wages contained in Attachment A will apply.

Name:

IAN ADAMS

Signature:



Title:

(ACTING) CEO