



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aged Care Services Australia Group Pty Ltd
(AG2014/8684)

AGED CARE SERVICES AUSTRALIA GROUP PTY LTD - NURSES AND AGED CARE EMPLOYEES ENTERPRISE AGREEMENT 2014

Tasmania

COMMISSIONER LEE

MELBOURNE, 28 OCTOBER 2014

Application for approval of the Aged Care Services Australia Group Pty Ltd - Nurses and Aged Care Employees Enterprise Agreement 2014.

[1] An application has been made for approval of a single-enterprise agreement known as the *Aged Care Services Australia Group Pty Ltd - Nurses and Aged Care Employees Enterprise Agreement 2014* (the Agreement). The application was made by Aged Care Services Australia Group Pty Ltd 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 to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

[6] The Agreement is approved, and, in accordance with s.54 of the Act, will operate from 4 November 2014. The nominal expiry date of the Agreement is 30 June 2018.



COMMISSIONER

Annexure A:

FAIR WORK COMMISSION

MATTER NO: AG2014/8684

UNDERTAKINGS

- (1) The Agreement shall include subclause 8(5) as follows:
 - 8(5) Minimum engagements
 - (a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.
 - (b) Part-time employees will receive a minimum payment of two hours for each engagement.
- (2) Clause 24(6) of the Agreement shall be amended to include the following first paragraph:

Subject to the provisions of Clause 24, paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this paragraph, the Employer may direct an employee to take a period of annual leave in accordance with paragraph two of this subclause.
- (3) Clause 24(2)b(ii) of the Agreement shall be amended to expand the shift worker definition to include an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 22.2(a) of the Aged Care Award 2010.
- (4) For clarity, clause 10(6) shall be read to include that an employee may refuse a request by the employer to work in excess of their rostered ordinary hours. Further, where an employee works, by agreement, in excess of their rostered ordinary hours in accordance with this clause, such employee shall record those additional hours on their timesheet for the corresponding period.
- (5) For the purposes of this Agreement, the Aged Care employee definition of a "day worker" shall be amended to *"an employee whose weekly ordinary hours of work are performed between the period 6.00am and 7.00pm on the days Monday to Friday inclusive"* and for a "rostered employee" an afternoon shift shall be defined as a shift finishing between 6.00pm and midnight.



Ashley van Winkel
Group General Manager of Human Resources

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.

**AGED CARE SERVICES AUSTRALIA
GROUP PTY LTD
NURSES AND AGED CARE EMPLOYEES
ENTERPRISE AGREEMENT 2014**

1 TITLE

This agreement shall be called the *Aged Care Services Australia Group Pty Ltd – Nurses and Aged Care Employees Enterprise Agreement 2014* (‘the Agreement’).

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- (a) This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission ('FWC') and will remain in place until 30 June 2018 or thereafter in accordance with the *Fair Work Act 2009*.
- (b) The parties agree that discussions shall commence for a new Agreement no later than three months prior to the nominal expiry date of the Agreement.

4 SCOPE, SUPERSESSION AND SEVERANCE PROVISIONS

- (a) This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to nurses and aged care employees employed by Aged Care Services Australia Group Pty Ltd as classified in Schedule 1 of this Agreement.
- (b) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (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.

5 COVERAGE

This Agreement shall cover:

- (a) Aged Care Services Australia Group Pty Ltd; and
- (b) Nurses and Aged Care employees employed by Aged Care Services Australia Group Pty Ltd as classified in Schedule 3 of this Agreement; and
- (c) subject to the requirements of the Fair Work Act 2009, the Australian Nursing and Midwifery Federation Tasmanian Branch ('ANMF'), and the Health Service Union, Tasmania No. 1 ('HACSU').

6 RELATIONSHIP TO NES AND POSTING OF THE AGREEMENT

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.

The employer must ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

7 DEFINITIONS

For the purposes of this Agreement:

Agreement means the *Aged Care Services Australia Group Pty Ltd Nurses' and Aged Care employees Enterprise Agreement 2014*

AHPRA means the Australian Health Practitioner Regulation Agency

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

Employee means an employee employed by the employer and covered by the scope of this Agreement

Employer means Aged Care Services Australia Group Pty Ltd

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

FWC means the Fair Work Commission

Immediate family member of an employee means:

- (a) a spouse, de facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (c) spouse includes a former spouse.
- (d) de facto partner of an employee.
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee.

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

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

NES means National Employment Standards

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

The Act means the *Fair Work Act 2009* (Cth)

Union means the Australian Nursing and Midwifery Federation (Tasmania Branch (ANMF) and Health Services Union (Tasmania No 1 Branch) operating as the Health and Community Services Union (HACSU).

Nursing Definitions:

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

Day shift means a shift worked between 6.00am and 6.00pm.

Day worker means an employee whose ordinary weekly hours are worked between 7.00am and 7.00pm Monday to Friday.

Executive staff means Director of Nursing.

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

Part-time shift worker means a part-time employee who holds a position on a roster as prescribed in clause 23 of this Agreement.

Ordinary rate means the salary for an employee's classification as specified in Schedule 1 of this Agreement.

Ordinary hourly rate means the salary for an employee's classification as specified in Schedule 1 of this Agreement (the ordinary rate) divided by 52 and then divided by 38.

Roster means a written roster setting out the names of employees required to work in accordance with the roster, and the days, dates, times and hours when each rostered employee is required to work.

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

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

Aged Care Employee Definitions:

Afternoon shift means a shift terminating between the hours of 7.00pm and midnight.

Day shift means a shift worked between the hours of 6.00am and 7.00pm but does not include an employee working on Saturday or Sunday.

Day worker means an employee whose weekly ordinary hours of work are performed between the period 6.00am and 7.00pm on the days Monday to Friday inclusive.

Non-Rostered employee means an employee not required to work in accordance with a Roster.

Ordinary rate means the salary for an employee's classification as specified in Schedule 1 of this Agreement (the Ordinary rate) divided by 52 and then divided by 38.

Roster means a work pattern designed for a specific work area for all or any work performed:

- (a) Outside the span of hours;
- (b) Excluding work performed outside the span of hours paid at overtime rates.

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

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

Rotating roster means a roster that requires an employee to regularly rotate between day work, afternoon work and night work or any two combinations of them, subject to the following requirements:

- (a) An employee shall not be required to work night work for more than four weeks, unless by mutual agreement; and
- (b) An employee shall not be required to work more than two-thirds of their working time on night work, unless by mutual agreement; and
- (c) The daily hours of afternoon or night work allocated to each employee at any one time shall continue for at least five successive afternoons or nights, unless by mutual agreement.

For the purpose of this definition, day work is work performed between the hours of 6.00am and 7.00pm, afternoon work is work that concludes between the hours of 7.00pm and midnight, and night work is work that commences between the hours of midnight and 6.00am.

Night shift means a shift that is not day work or a day or afternoon shift.

Shift worker means an employee other than a day worker.

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

8 CONTRACT OF EMPLOYMENT

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

- (4) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure in this Agreement.

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

9 CASUAL EMPLOYEES

- (1) For the purposes of this clause and this Agreement, **casual employee** means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (2) A casual employee's engagement is by the hour.
- (3) Notwithstanding (2) above if required to attend for work a casual employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement.
- (4) Where an employer has engaged a casual employee in accordance with this clause the employer may give notice of cancellation of the engagement up to twelve (12) hours before the scheduled commencing time in the case of a day shift, and up to six (6) hours before the scheduled commencing time of either an afternoon or night shift.

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

- (5) A casual employee whose engagement is cancelled without the minimum notice specified in (4) above and who has incurred child care fees shall, upon providing the employer with documentary proof of the expenditure so incurred, be reimbursed in full. Provided that the claim for reimbursement must be made to the employer within two pay fortnights of incurring the loss. Reimbursement shall only occur where the cancelled arrangements don't form a part of the employee's normal child care arrangements and where the provider is an accredited child care provider.
- (6) The rate of pay for ordinary hours of work is the relevant hourly rate, plus a loading of 25% in lieu of annual leave, personal leave and public holidays.
- (7) Where a casual nurse is required to work on a public holiday such employee shall be paid at 1.7 times the relevant rate for work performed on the public holiday. For an Aged Care employee the payment shall be in accordance with Clause 27(4)(ii) of this Agreement.

10 PERMANENT PART-TIME EMPLOYEES

- (1) For the purposes of this Clause and this Agreement, **part-time employee** means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee.
- (2) Part-time employees are entitled to paid annual leave, personal leave and public holidays at the relevant rate.

- (3) The rate of pay for ordinary hours of work for part-time employees is the relevant hourly rate.
- (4) For work performed on Saturdays, Sundays and public holidays part-time employees are to be paid at the rates specified in Clause 23 or 23A as applicable.
- (5) Part-time employees are employees engaged to work less than 76 hours per fortnight on a regular rostered basis.
- (6) **Aged Care Employees**
- (a) Before commencing employment, the employer and employee will agree in writing on:
- (i) the span of hours that the employee may be rostered within a fortnight. This span of hours shall include which shifts the employee may be rostered to work; and
 - (ii) the days of the week the employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- (b) Notwithstanding the overtime provisions prescribed at the Overtime Clause of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 8 hours on a day or afternoon shift (unless the employee and employer have mutually agreed to an arrangement where the employee works a 10 hour shift), or 10 hours on night shift, or 76 hours per fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the relevant public holiday penalty rates.
- (c) No part-time employee shall be directed to work in excess of their rostered ordinary hours.
- (7) Review of contracted hours

Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee stating the reasons if the request is not agreed to. The employer may refuse any request for a review if the period that the employee has been working more than their specified contracted hours is less than 6 months. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
- (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (c) Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11 HOURS OF WORK (Aged Care Employees)

(1) The ordinary hours of work for employees (other than Rostered Employees) are between the hours of 6.00am and 7.00pm, Monday to Friday and:

- (i) The shift length or ordinary hours of work per day will be a maximum of:
- (A) 8 hours, or 10 hours if agreed between the employer and employee for a shift or for an agreed roster period;
 - (B) 10 hours (night shift);
- exclusive of meal breaks.

Work performed prior to 6.00am and after 7.00pm will be paid at the relevant overtime rates.

(2) Employees may be required to work to a roster, subject to the Roster Clause (Aged Care employees only) in this Agreement. Where an employee is required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday that work must be in accordance with a roster.

(3) Ordinary Hours – Rostered Employees

(i) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee must not exceed:

- (A) 8 hours on a day or afternoon shift, or 10 hours if agreed between the employer and employee for a shift or for an agreed roster period;
- (B) 10 hours (night shift); nor
- (C) 76 hours in any 14 days; nor
- (D) 152 hours in any 28 day accounting period.

(ii) Daylight Savings

If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

(4) Time Off in Lieu of Payment

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

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off during ordinary time hours will be taken at the appropriate penalty rate equivalent.
- (iii) An employer will, if requested by an employee, provide payment at the relevant overtime rate in the Overtime Clause in this Agreement, for any overtime worked under this subclause where the time in lieu is not taken within four weeks of the accrual.

- (iv) An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.
- (v) The employer must keep accurate records of time off in lieu arrangements in the wages records.

(5) **Make-up Time**

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

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

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

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

12 HOURS OF WORK – DAY WORKERS (Nurses)

- (1) The ordinary fortnightly hours of work for full time employees are 76.
- (2) The ordinary hours of work specified in (1) above are to be worked over five days, Monday to Friday, the shift length or ordinary hours per day will be a maximum of 8 hours, or 10 hours if agreed between the employer and employee for a shift or for an agreed roster period; exclusive of meal breaks, between 7.00am and 7.00pm.
- (3) Work performed before 7.00am and after 7.00pm, other than by agreement as provided for in (4), is to be paid at overtime rates.

Make Up Time

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

PROVIDED THAT for the purpose of this Clause, where an employee's ordinary hours of work within the spread of hours 7.00am to 7.00pm have been fewer than 76 in any fortnight, hours worked outside that spread shall be deemed to be part of the employee's ordinary hours of work.

13 HOURS OF WORK – SHIFT WORKERS (Nurses)

- (1) The ordinary hours of shift workers are not to exceed –

- (a) 8 hours on a day or afternoon shift, or 10 hours if agreed between the employer and employee for a shift or for an agreed roster period; 10 hours on a night shift; exclusive of meal breaks;
- (b) 76 hours in a fortnight; or
- (c) 152 hours in 28 consecutive days.
- (2) Subject to this Clause shift workers shall by mutual agreement work at such times as required by the employer.
- (3) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine hours since the employee's previous shift finished.

Part-Time Shift Workers

- (4) The number of rostered hours worked by a part-time shift worker shall not exceed 76 in any one fortnight.
- (5) Where a part-time employee works in excess of those hours stipulated in (4) above, those excess hours are to be paid at the applicable overtime rate of pay.

Daylight Saving

- (6) At the changeover of time consequent upon daylight saving in each year –
- (a) employees shall be paid for actual time worked irrespective of the length of the shift; and
- (b) employees paid in accordance with (a) are not entitled to payment for the one hour lost.

Make Up Time

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

14 SALARIES

Salary Increases During The Life Of This Agreement

- (1) The salaries of employees covered by this Agreement will be increased as follows –

FFPPOA 1 July 2014	2.75%
FFPPOA 1 July 2015	2.75%
FFPPOA 1 July 2016	3.00%
FFPPOA 1 July 2017	2.75%
FFPPOA 31 January 2018	2.00%

*FFPPOA – First full pay period on or after

- (a) The salary rates are set out in Schedule 1 of this Agreement.

PROVIDED THAT, any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

- (b) An employee who is employed by the Employer on the date this Agreement comes into operation and not on unpaid leave at the time of the payments, will, in addition to the prescribed increases set out at 14(1) above, be entitled to payment of the amounts specified in this subclause whilst they remain in the employment of the employer. Such payments will be payable as follows:

- (i) \$250 from the first full pay period on or after the date this Agreement comes into operation;
- (ii) \$250 from the first full pay period on or after 1 July 2015;
- (iii) \$250 from the first full pay period on or after 1 July 2016;
- (iv) \$250 from the first full pay period on or after 1 July 2017;
- (v) \$250 from the first full pay period on or after 31 January 2018;

The payments set out at (b)(i) to (v) are inclusive of any superannuation payable.

- (c) Meal Break Compensation (Aged Care employees)

Where an employee of the Employer was paid for meal breaks taken prior to this Agreement coming into operation, such employee shall be paid the following compensation:

- (i) \$9 per unpaid meal break (maximum of 1 per shift) occurring on and from the date the Agreement comes into operation;
- (ii) \$8.50 per unpaid meal break (maximum of 1 per shift) occurring from the first full pay period on or after 1 July 2015;
- (iii) \$7.50 per unpaid meal break (maximum of 1 per shift) occurring from the first full pay period on or after 1 July 2016;
- (iv) \$6.50 per unpaid meal break (maximum of 1 per shift) occurring from the first full pay period on or after 1 July 2017;
- (v) \$5.00 per unpaid meal break (maximum of 1 per shift) occurring from the first full pay period on or after 31 January 2018;

PROVIDED THAT the payments set out at (c)(i) to (v) shall not apply to any paid meal breaks in accordance with clause 20 of this Agreement.

PROVIDED FURTHER that this clause will cease to operate on and from the nominal expiry date set out at Clause 3 of this Agreement.

(2) **Nurse Undertaking Post Graduate Training**

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

(3) **Enrolled Nurse Upgrading To Registered Nurse**

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

An Enrolled Nurse commencing as a registered nurse shall be paid as a Level 1 year 3 Registered Nurse for their first year of service.

(4) **Salary Re-Entry – Registered Nurses**

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

(5) **Salary Re-Entry – Enrolled Nurses**

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

(6) **Accelerated Advancement**

- (a) Subject to (b) a Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the AHPRA, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining –
 - (i) registration in another branch of nursing or on another nursing register maintained by the AHPRA where the employee is working in a particular practice setting which requires the additional registration; or
 - (ii) successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.
- (b) A Registered Nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.

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

15 SUPERANNUATION

- (1) Superannuation legislation

- (i) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
 - (ii) The rights and obligations in this clause supplement those in superannuation legislation.
- (2) Employer contributions
- (i) An employer must make such superannuation contributions to a complying superannuation fund for the benefit of an employee in accordance with the superannuation legislation with respect to that employee.
 - (ii) The employer must pay to the relevant superannuation fund a superannuation amount no later than 28 days after the end of each month.
- (3) Voluntary employee contributions
- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (2).
 - (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
 - (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.
- (4) Superannuation fund
- Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (2) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (2) and pay the amount authorised under subclauses (2)(i) to Hesta Super Fund (Health Employees Superannuation Trust Australia), Health Industry Plan, First State Super.

16 SALARY SACRIFICE

- (1) By agreement with the employer an employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule 1 of this

agreement, and have that sacrificed amount contributed to a complying superannuation fund of the employee's choice.

- (2) In respect of employees who have elected to enter into a salary sacrifice arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the employee was not in the salary sacrifice scheme.
- (3) Non salary- sacrifice benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on worker's compensation or paid leave.
- (4) If an employee on a salary sacrifice arrangement goes on workers compensation the employee will receive not less than the entitlements which would have applied if the employee was not salary sacrificing.
- (5) If an employee has entered into a salary sacrifice arrangement annual leave loading entitlements must be calculated at the employee's relevant rate.
- (6) Salary increases under this Agreement shall be payable to employees covered by salary sacrifice arrangements and such increases are to be applied to employees' relevant rates.

17 TERMINATION OF EMPLOYMENT

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

The notice prescribed under the Fair Work Act is as follows:

Notice of Termination by the Employer

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

Period of Continuous Services	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, where the employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

(f) In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

(g) Notice of Termination by the Employee

No employee shall, without the consent of the employer, resign without having given seven days' notice of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days' pay at the rates prescribed for his or her classification. The forfeiture of monies shall be subject to the employee's agreement in accordance with the requirements of s. 324 (1)(b) of the Fair Work Act 2009.

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

(i) Summary dismissal

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

(2) **DISCIPLINARY PROCEDURE**

(a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.

(b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.

(c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.

(d) In the event there are further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.

(e) Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the Fair Work Act 2009 (Cth)). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the

Employee's employment, a warning may be issued under paragraph (b) or (c) of this provision.

- (f) During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice, including the ANMF or HSU. The Employer may be represented by the representative of their choice.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.
- (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of the minimum employment period prescribed in the Fair Work Act 2009.

18 ALLOWANCES

(A) Higher Duties And In Charge Allowance

- (1) Subject to the approval of the employer a Nurse who, for a period of five or more consecutive working days, performs the duties of a position higher than those of the employee's normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.
- (2) Subject to the approval of the employer a Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit where a Level 3 nurse is normally employed, shall be paid in accordance with the rate set out at Schedule 2 for each shift worked.

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

PROVIDED FURTHER THAT there is no entitlement to this payment if a Registered Nurse Level 3 or above is rostered for duty at the same time and in the same unit.

- (3) Subject to the approval of the employer an aged care employee, other than an administrative employee, engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.

This will apply whether or not an employee works in accordance with a roster.

- (4) Subject to the approval of the employer an aged care employee engaged as an administrative employee who, for a period of five consecutive working days or more, performs the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification.

(B) Post Graduate Qualification Allowance

- (1) A registered nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows –
 - (a) for a post graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate of pay;

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

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

PROVIDED FURTHER THAT, payment of an allowance under this sub clause, is dependent upon the qualification being relevant to the employee's current area of practice, that the qualification is required by the employer and that the qualification is used in the performance of the employee's work.

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

(C) Foul and Nauseous Linen (Aged Care Employees only)

- (1) Full time employees who are required to handle unusually large amounts of foul or nauseous linen due to exceptional circumstances such as an outbreak of gastroenteritis upon application will be paid an amount set out at Schedule 2 per week for that period.
- (2) Part-time employees and casual employees (as defined) shall be paid 1/38th of the weekly allowance when so engaged for each hour worked, as set out at Schedule 2.

(D) Influenza Vaccination (Aged Care Employees only)

- (1) The employer will pay the costs of annual influenza vaccinations for all employees.

(E) Allowances Not To Be Taken Into Account

- (1) Allowances specified in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.
- (2) Sub clause (1) above notwithstanding, the 25% loading payable to casual employees is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

19 PAYMENT OF WAGES

- (1) For the purpose of this Clause **wages** means the relevant rate for ordinary working hours worked to which an employee is entitled and includes any other payment to which an employee is entitled under the provisions of this Agreement including allowances, loadings and overtime.

Time And Interval Of Payment

- (2) Wages are to be paid fortnightly during working hours and not later than Thursday.

- (3) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- (4) The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.

Method Of Payment Of Wages

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

Payslips

- (7) On or before pay day the employer is to provide details of the wages being paid in that pay period via electronic means or hard copy.

Deduction Of Moneys

- (8) Where authorised by an employee in writing, the employer is to make deductions from the employee's wages in respect of additional superannuation and salary packaging.
- (9) Where on termination of employment an employee owes money to the employer, the employer may deduct such owed money from the employee's final pay provided the employee has agreed to the request in accordance with the requirements of s. 324 (1)(b) of the Fair Work Act 2009.

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

Late Payment Of Wages

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

Agreed Alternative Arrangements - No Waiting Time Payment To Apply

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

PROVIDED THAT if the employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with

the provisions of (10) and (11) above until such time as the employee's wages are paid.

Payment Of Wages On Termination

- (13) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.
- (14) If payment at the time of termination is not practicable the employer shall, within 48 hours the pay office arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account.
- (15) Except in circumstances beyond the employer's control, if an employee's outstanding pay and entitlements upon termination are not paid within the time specified in (14) above, any time spent waiting to be paid after the date of termination shall be paid for at the relevant hourly rate up to a maximum of 7.6 hours a day for each day that the employee is kept waiting for payment and shall continue until the time that payment is made.

20 MEAL BREAKS

20.1 Nurses

Meal Times – Day Workers

- (1) The minimum time allowed for meals shall be half an hour and shall be arranged in accordance with subclause (3).

Work During Meal Break

- (2) Subject to existing custom and practice day workers who are directed to work during their usual meal break shall, for all work performed during such period and until a meal break is allowed, be paid at the rate of time and one half of their relevant rate.
- (3) By arrangement with the relevant employees an unpaid meal break of not less than half an hour and not more than one hour shall be allowed on each day for employees who have worked in excess of five hours.
- (4) Where employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.
- (5) Unless agreed otherwise between the employer and employee[s], employees who are not relieved shall be paid at the rate of time and a half of the relevant hourly rate for the period of the meal break and until relieved.

Meal Break When Required To Work Overtime

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

PROVIDED THAT an employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no

employee shall be required to work more than five hours without a break for a meal.

Overtime Meal Allowance

- (7) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance as per Schedule 2 in addition to any overtime payment as follows:
- (i) when required to work overtime beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance as per Schedule 2 will be paid.
 - (iii) Clause (7) will not apply when an employee could reasonably return home for a meal within the meal break.

20.2 Aged Care Employees

- (1) Employees, who work in excess of five hours on any day will, subject to subclause (2) below, will receive an unpaid meal break of not more than one hour and not less than 30 minutes. The duration of the meal break may be altered by agreement between the employer and the employee.
- (2) An employee receiving an unpaid meal break and who is directed to work during their meal break will be paid at the rate of time and a half of the relevant wage rate for all work performed during the meal break and after until a meal break is allowed.

20.3 Nurses and Aged Care Employees

- (1) Tea breaks
 - (i) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
 - (ii) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
 - (iii) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
 - (iv) Tea breaks will count as time worked.

21 OVERTIME (Nurses)

Requirement To Work Reasonable Overtime

- (1) Subject to (2) below an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.
- (2) An employee may decline to work overtime if it would result in the employee working hours which are unreasonable having regard to:
 - (a) any risk to the employee's health and safety;

- (b) the employee's personal circumstances including family responsibilities;
 - (c) the needs of the employer.
 - (d) the notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (3) Overtime is not to be worked without the prior approval of the employer.

Payment For Working Overtime –

- (4) For all time worked in excess of ordinary hours of work, payment, is to be made as follows:
- (a) Monday to Friday inclusive – time and a half for the first two hours and double time thereafter;
 - (b) Saturdays and Sunday – double time.
 - (c) For Day workers only: Public holidays – double time and one half. Provided that a shift worker shall be paid at the rate of double time in accordance with Clause 23(4)(b) of this Agreement.

PROVIDED THAT a day worker who is regularly required to work on public holidays may by agreement with the employer, in addition to any paid time off in lieu granted by the employer, be paid at the rate of time and one half of the relevant rate for the first eight hours, or 10 hours if agreed between the employer and employee for the shift, worked during the employee's spread of hours, and thereafter at the overtime rates specified above.

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

Director of Nursing/Care

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

PROVIDED THAT a Director of Nursing/Care who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Nursing/Care shall be entitled to receive payment for overtime calculated by reference to the relevant rate for the duties being performed for all time so worked.

Calculation Of Overtime To Be Based On Agreement Rates

- (6) For employees receiving a 25% loading in lieu of personal leave, annual leave and public holidays, payment for overtime is to be calculated by reference to the relevant hourly rate.

Time Off In Lieu Of Payment For Overtime

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

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

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

Rest Period After Overtime

- (9) Where employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (10) Employees, other than casual employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least eight consecutive hours off duty between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.
- (11) If at the direction of the employer an employee resumes or continues work without having had eight consecutive hours off duty as specified in (10) above, the employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

21A OVERTIME (Aged Care employees)

- (1) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.
- For the purposes of this clause overtime means:
- (i) Work in excess of ordinary hours of work as set out in Hours of Work clause and the Roster clause, as applicable, in this Agreement.
 - (ii) For a day worker, work outside the span or ordinary hours 6.00am to 7.00pm.
- (2) For a part-time or casual employee who works in accordance with a roster, additional hours shall be paid in accordance with Clause 10(6) of this Agreement.
- (3) For all time worked in accordance with subclause (1) above the following overtime rates will be paid:
- (i) Monday to Friday inclusive - time and one half for the first two hours and double time after that;
 - (ii) Saturday and Sunday - double time;
 - (iii) Holidays with Pay - double time and one half.
 - (iv) Each days overtime will stand alone.
- (4) Unless the period of overtime is one and a half hours or less, an employee before starting overtime will be allowed a paid meal break of 20 minutes paid at ordinary rates. An employer and an employee may agree to any variation of this

provision to meet the circumstances of the work. No employee will be required to work more than five hours without a meal break.

- (5) An employee required to work for more than one hour without being notified on the previous day or earlier that they will be required to work overtime, will either be supplied with a meal by the employer or paid \$10.75.
- (6) The allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments.
- (7) The calculation of the overtime payments provided for in this clause for an employee in receipt of a loading in lieu of sick leave, annual leave and holidays with pay will be based upon the relevant wage rate contained in this Agreement.
- (8) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent. Where an agreement is made to take time off in lieu of overtime, the agreement may be concluded by agreement or at the request of either the employer or the employee.

Before entering into an Agreement under this subclause, the employee has the right to consult their union.

- (9) **Eight Hour Break between Shifts**
 - (i) An employee (other than a casual employee) who works so much between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those times, will, subject to this clause, be released after completion of such time worked until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
 - (ii) If on the instructions of the employer the employee resumes or continues work without having had eight consecutive hours off duty they will be paid at double time rates until released from duty for such period, and will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.

22 ON-CALL ARRANGEMENTS

Call Back

- (1) An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid at the applicable overtime rate of pay, as follows:
 - (a) for the first recall a minimum payment of four hours; and
 - (i) Where an employee is recalled to work a second time, and the recall is within the hours for which payment is already due under subclause (a) above, the time worked in the first and second recall will be combined for the purposes of calculating

the payment due under subclause (a). Time travelling to the recall to duty shall be included for the purposes of calculating the total period for payment due under subclause (a).

- (b) for any subsequent recall, subject to (a)(i), a minimum payment of three hours.
- (2) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (3) Nurses recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours.

An Aged Care employee who is recalled to work within two hours of their normal starting time will be paid at the overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed four hours pay, then the employee will be paid four hours pay.

Close Call

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

Remote Call

- (7) For the purpose of this Clause **remote call** means an employee rostered to be available for call but allowed to leave the workplace.
- (8) An employee rostered to remain on remote call
 - (a) is to be paid amounts specified in schedule 2 when the employee is required to be so available.
- (9) If an employee rostered to be on remote call is recalled to work payment is to be as specified in (1) above, in addition to the allowance specified in (8) above.
- (10) Where practicable an Aged Care employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per employee per cycle will be worked.

23 SHIFT WORKERS (Nurses)

Afternoon And Night Shift Allowances

- (1) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts –
 - (a) afternoon shift – 12.5%;

- (b) night shift – 20.0%.
- (2) A shift worker who –
- (a) during a period of engagement on shift, works night shift only; or
 - (b) works on night shift for a period in excess of four consecutive weeks; or
 - (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;

shall for such engagement, period or cycle be paid 30% more than the employee's relevant rate for all time worked during ordinary working hours.

Saturday Shifts

- (3) A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in (1) above.

PROVIDED THAT this sub clause shall not prejudice any right of an employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

Sunday And Holiday Shifts

- (4) Shift workers who work on a rostered shift, the major portion of which falls on a Sunday or a public holiday, shall be paid the following loadings –
- (a) Sundays – at the rate of time and three quarters of the relevant hourly rate;
 - (b) public holidays – at the rate of double time of the relevant hourly rate.

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

- (5) The time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.
- (6) Where a shift falls partly on a holiday, the shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.
- (7) Where a shift worker is required to work on a public holiday and is granted a substitute day the loading specified in sub clause (4) above shall not apply.

Broken Or Split Shifts

- (8) Broken shifts may be worked by agreement between the employer and the employee(s) concerned.
- (a) A "broken shift" for the purposes of this subclause means a single shift worked by an employee that includes one break in excess of 60

minutes, where the time between the commencement and termination of the broken shift shall be a maximum of 12 hours.

- (b) All work performed outside a spread of 12 hours will be paid at overtime rates.
- (c) An employee must receive a minimum break of 8 hours between broken shifts rostered on successive days.
- (d) Payment for a broken shift shall be at ordinary pay with weekend penalty rates and shift penalties in accordance with this Agreement.

Part-Time Shift Workers – Work Outside Rostered Shifts

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

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

PROVIDED FURTHER THAT any time worked in excess of 8 hours on a day or afternoon shift, or 10 hours if agreed between the employer and employee for a shift or for an agreed roster period or 10 hours as rostered on night duty, per day shall be paid at overtime penalty rates set out at Clause 21- Overtime (Nurses).

Rosters

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

Rotation

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

Number Of Shifts

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

Roster Period

- (c) stipulate a 14 day roster period. Two 14 day roster periods shall operate in each 28 day cycle with eight rostered days off in each 28 day cycle;

Minimum Number Of Days Off

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

Change To Roster

- (e) not be changed without a minimum of two weeks' notice, provided that:
 - (i) by agreement between the employer and the employee(s) concerned changes to rosters may occur without the two weeks' notice specified in (e) above;

- (ii) a roster may be altered at any time so as to enable the service of the Employer to be carried on where another employee is absent from duty on account of illness or emergency;
- (iii) an individual employee's place on a roster, shall not be changed except with a week's notice of such a change, or payment of the relevant overtime rate, if such change is not in accordance with (i) or (ii) of this subclause.

Meal Break

- (11) A roster must show the time span of employees' unpaid meal breaks for employees who have worked for more than four hours.
- (12) The unpaid meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.

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

- (13) Meal breaks are unpaid except –
 - (a) if an employee who works a night shift, weekend shifts or Public Holiday, . is required to remain at the workplace and may be called upon to return to work during a meal break, in which circumstances the meal break is to be paid.

PROVIDED THAT where the meal break is paid the overtime provisions relating to work performed during meal breaks do not apply.

PROVIDED FURTHER THAT unless agreed otherwise between the employer and employee[s], shift workers who are not relieved shall be paid overtime of the relevant hourly rate for the period of the meal break and until relieved.

- (14) If an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee shall be allowed a meal break as soon as practicable during the remainder of the ordinary working hours.

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

Handover

- (15) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 15 minutes per shift is to be paid for handover.

PROVIDED THAT if handovers are completed in less than 15 minutes only the time actually worked shall be paid.

PROVIDED FURTHER THAT if handovers exceed 15 minutes, no additional payment shall be made.

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

Overtime

Payment For Overtime

- (17) Payment for overtime shall be as set out at Clause 21 – Overtime (Nurses) of this Agreement.

23A ROSTER (Aged Care Employees)

- (1) Employees required working ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday will work in accordance with a roster established in accordance with this clause.
- (2) Where a roster is established, the roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.
- (3) Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift.
- (i) Afternoon shift finishing between 6.00 pm and midnight– 15.0%;
 - (ii) Night shift finishing after midnight and before 8.00 am – 20.0%.
- (4) An employee entitled to a shift allowance under Subclause (3), will be paid the shift allowance for the entire shift.
- (5) For the purposes of Subclause (3), **–ordinary hourly rate means the** appropriate weekly rate divided by 38.
- (6) A roster established in accordance with this clause, whether rotating or non-rotating, will:
- (i) Not require an employee to work more than 8 hours on a day or afternoon shift, or 10 hours if agreed between the employer and employee for a shift or for an agreed roster period; or 10 hours (night shift); exclusive of meal breaks;
 - (ii) Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle, with a provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the employer and the employee(s) concerned;
 - (iii) Change To Roster
 - (1) not be changed without a minimum of two weeks' notice, provided that:
 - (A) by agreement between the employer and the employee(s) concerned changes to rosters may occur without the two weeks' notice specified in (1) above;
 - (B) a roster may be altered at any time so as to enable the service of the Employer to be carried on where another

employee is absent from duty on account of illness or emergency;

- (C) an individual employee's place on a roster, shall not be changed except with a week's notice of such a change, or payment of the relevant overtime rate, if such change is not in accordance with (A) or (B) of this subclause.
- (7) A rostered employee will work a maximum of 10 ordinary hours in a day, exclusive of meal breaks, continuously and the hours will not be broken, unless the employee is working a broken shift. Broken shifts may be worked by agreement between the employer and the employee(s) concerned.
- (a) A "broken shift" for the purposes of this subclause means a single shift worked by an employee that includes one break in excess of 60 minutes, where the time between the commencement and termination of the broken shift shall be a maximum of 12 hours.
- (b) All work performed outside a spread of 12 hours will be paid at overtime rates.
- (c) An employee must receive a minimum break of 8 hours between broken shifts rostered on successive days.
- (d) Payment for a broken shift shall be at ordinary pay with weekend penalty rates and shift penalties .
- (8) Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, documented in accordance with subclause (2) above, will be entitled to the provisions of this clause with the following exceptions:
- (i) Where an employee works by agreement with the employer they will not attract a penalty (other than roster loading, Saturday, Sunday and Holiday with Pay penalty) except that any time worked in excess of eight hours or 10 hours if agreed between the employer and employee on a day or afternoon shift; or 10 hours on a night shift; per day will be paid at overtime rates.
- (9) Saturday and Sunday Work
- (i) Employees, whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in Subclause (3).
- (ii) Casual employees will be paid in accordance with Subclause (9)(i). The rates prescribed in Subclause (3) will be in substitution for and not cumulative upon Subclause (9)(i).

24 ANNUAL LEAVE

Period Of Leave

Day Workers

- (1) Full time employees working a thirty-eight hour week are entitled to 152 hours annual leave after twelve months continuous service, less the period of annual leave, to be taken in a period of twenty-eight consecutive days, except where otherwise permitted under this Agreement. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

(2) **Shift Workers**

(a) **Nurses**

- (i) Shift workers who work at least ten Saturdays and at least ten Sundays in any one leave year shall be allowed, in addition to the 152 hours prescribed in sub clause (1) above, an extra thirty-eight hours annual leave, to be taken in a period of seven consecutive days including non-working days. This entitlement to additional leave hours shall be pro-rata for part-time employees.

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

(b) **Aged Care employees**

- (i) A shift worker will, in addition to the annual leave in subclause (1) above, be allowed an additional 38 hours leave, to be taken in a period of seven consecutive days including non-working days.

All leave accrued under this clause will be added the employees annual leave with entitlement to the applicable annual leave loading of 17.5%.

- (ii) **PROVIDED** that to receive this additional leave the employee must be rostered to work at least ten (10) "weekend occasions" as part of their ordinary rostered shifts during any one leave year. For clarity ordinary time worked on a Saturday and/or Sunday on a weekend shall be considered one "weekend" occasion. This entitlement to additional leave hours shall be pro-rata for part-time employees.

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

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

Annual Leave Exclusive Of Public Holidays

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

(a) **Nurses**

PROVIDED THAT a shift worker, including a part-time shift worker, shall have added to the entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that employee, would have been a rostered day off.

Notwithstanding sub clause (4) above, a part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee is rostered to work.

(b) Aged Care employees

- (i) For employees who do not work on a roster, the period of annual leave excludes any Public Holidays to which the employee is entitled. If a Public Holiday falls within an employee's period of annual leave and is on a day that the employee would have been at work, the employee will have added to their annual leave a leave amount equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.
- (ii) For a full-time employee required to work in accordance with a roster, that employee will receive in addition to their period of annual leave, annual leave equivalent to one day for each Public Holiday to which they are entitled, whether or not the holiday is observed on a day which, for that employee, would have been a rostered day off.

A part-time employee, who works on a roster, will receive an additional day of annual leave for each Public Holiday that occurred on a day they were rostered to work.

However, this sub-clause will not apply if the holiday falls on a Saturday or Sunday or where by agreement between the employer and employee, an employee has been paid the appropriate rate of pay for a Public Holiday.

Annual Leave May Be Taken In More Than One Period

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

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

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

Time Of Taking Leave

- (6) Annual leave is to be taken, at a time fixed by the employer, within a period not exceeding six months from the date when the entitlement to annual leave accrued and after not less than two weeks' notice to the employee.

Payment For Period Of Leave

- (7)
 - (a) Employees shall receive their ordinary pay during all periods of annual leave. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.
 - (b) For an Aged Care employee, in addition to the entitlement provided for in paragraph (7) (a) above, an employee will be paid the relevant rate of pay plus a loading of 15 per cent for any holiday leave provided for in paragraphs 4(b)(ii) above.

Proportionate Leave On Termination Of Employment

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

Annual Leave Loading

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

Day Worker (Aged Care employees not working a roster)

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

Shift Worker/ Aged Care Rostered Employees

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

PROVIDED THAT an employee who would have received shift payments as specified in Clause 23 or 23A had the employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the relevant rate, then the employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the employee would have received in accordance with the employee's projected shift roster.

Maximum Period For Which Loading Is Payable

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

Deferral Of Payment Of Leave Loading

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

Calculation Of Continuous Service

- (10) Continuous service shall be as defined in s.22 of the Fair Work Act 2009, as amended from time to time.

Annual Leave Exclusive Of Certified Personal Leave

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

(12) Pay in lieu of an amount of annual leave

- (a) An employee may “cash out” an amount of annual leave credited to the employee (in lieu of the amount of annual leave) subject to the following:
- (i) Except in exceptional circumstances as outlined in (ii) no more than ten (10) days of accrued annual leave may be “cashed out” in any 12 month period.
 - (ii) In circumstances of extreme hardship or on compassionate grounds only, such evidence to be provided to the ACSAG HR manager, up to 20 days may be ‘cashed out” in one 12 month period with a request based on this ground limited to once during the life of this agreement.
 - (iii) Notwithstanding the above, an employee’s annual leave accrual must never fall below 4 weeks.
 - (iv) On each occasion the employee wishes to “cash out” an amount of annual leave, the employee must advise the Employer in writing, of the employee’s election to “cash out” an amount of annual leave and the amount of annual leave to be “cashed out”.
 - (v) Any annual leave that is “cashed out” will be paid at the rate ordinarily paid for annual leave.
 - (vi) Annual leave loading and superannuation contributions will be paid by the employer in relation to the amount ‘cashed out’ in accordance with this Agreement.

25 PERSONAL LEAVE

- (1) The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees, other than as stated at (14).

Purpose Of Personal Leave

- (2) Employees other than casual employees are entitled to paid personal leave for absences from work due to –
- (a) personal illness or injury (sick leave); or
 - (b) for the purposes of providing care or support for an immediate family or household member that is ill/ injured or in the case of an unexpected emergency.

(3) Amount Of Personal Leave – Full Time Employees

(a) Nurses

A full time employee is entitled to twenty-three days (174.8 hours referenced to a thirty-eight hour week) of personal leave, except that in the first year of employment the entitlement to personal leave is –

- (i) 22 hours and 48 minutes, plus 12 hours and 40 minutes for each completed month of employment.

(b) **Aged Care Employees**

A full-time employee is entitled in any one year (whether in the employ of one employer or of several) to leave in excess of 152 hours in the case of those employees whose full-time hours are 38 per week (20 working days), provided that in the first year of service an employee shall only be entitled to 12 hours 40 minutes for each completed month of service in the case of 38-hour week employees plus the proportion of 12 hours and forty minutes for any uncompleted month.

- (4) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Untaken personal leave accumulates from year to year without limitation.
- (5) Use of Personal leave in situations of Family Violence
 - (a) The Employer recognises that employees may sometimes face situations of violence or abuse in their personal life that may affect their attendance at work and is therefore committed to enabling such staff to access their accrued personal leave entitlement for such situations.
 - (b) For the purposes of this subclause, family violence is defined as physical, sexual, financial, verbal or emotional abuse by an immediate family member. It is the patterned use or coercive and controlling behaviour to limit, direct or shape a person's thoughts, feelings and actions.
 - (c) The Employee is entitled to access accrued personal leave in the circumstances of the employee being subjected to family violence as defined. Acceptable proof of family violence may be required by the Employer for such leave.

Carer's Leave – Immediate Family or Household Member

- (6) An employee is entitled to take paid carer's leave in respect of a member of the employee's immediate family or household member.

(7) **Notice and Evidence Requirements**

(a) **Nurses**

An employee who is absent from work because of personal illness, or an injury through accident, is entitled to paid personal leave at the employee's relevant rate exclusive of shift or weekend loadings or overtime subject to the following –

- (i) employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation;
- (ii) employees must as soon as possible prior to going on personal leave inform the employer of their inability to attend for duty, and as far as is reasonable advise the nature of the injury or illness and the estimated duration of the absence;
- (iii) the onus is on employees to demonstrate to the employer's satisfaction that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed;

- (iv) untaken personal leave accumulates from year to year without limitation.
- (v) PROVIDED THAT in the first year of service employees are entitled only to 12 hours 40 minutes personal leave for each completed month of service.

Employees shall be allowed 3 single days of personal leave per fiscal year without certification or statutory declaration. Statutory declarations signed by a Justice of the Peace may be used in lieu of medical certificates for access to personal leave.

(b) Aged Care Employees

Employee Must Give Notice

An employee shall within 12 hours before commencement of a day shift or 6 hours within commencement of an afternoon or night shift, inform the employer of his/her inability to attend for duty, and, as far as practicable state the estimated duration of the absence.

Evidence Supporting Claim

- (i) An employee shall prove to the satisfaction of the employer that he/she was unable, on account of such illness or injury, to attend for duty on that day or days on which leave is claimed.
- (ii) If an employee is directed by the employer to remain at home after a specific illness, however an employee has received a clearance to return to work from a health professional, no loss of remuneration or personal leave will occur against the employee.
- (iii) Employees shall be allowed three single days of sick leave per fiscal year without certification or statutory declaration and those days may be taken at any time including either side of days off. The provision may include up to 2 consecutive days.
- (iv) Certification from registered health professionals will be acceptable as proof of illness or injury.
- (v) Provided further that an employee's entitlement to payment for personal leave for personal injury or sickness upon production of a Statutory Declaration form that is available from the workplace, shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days duration.
- (vi) When taking leave to care for members of their immediate family or household who require care or support due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the employee.

Personal Leave and Workers' Compensation

An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation.

(8) Part-Time Employees

- (a) Nurses

Part-time employees, are entitled to personal leave on the same basis as full-time employees. In determining the amount of leave to be accumulated for the purposes of sub clause (3), a part-time employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Untaken personal leave accumulates from year to year without limitation.

(b) Aged Care Employees

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

152 (full-time equivalent entitlement) divided by 365 (calendar days per year) multiplied by 7 (days per week) divided by 38 (full-time equivalent weekly working hours) = 0.0767 hours personal leave entitlement for each hour worked.

PROVIDED that a part-time employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Untaken personal leave accumulates from year to year without limitation.

(9) **Carer's Leave**

Entitlement

- (10) Employees are entitled to use any of their accrued personal leave as carer's leave to cover absences in circumstances where they need to provide care or support to an immediate family or household member.
- (11) The entitlement to use personal leave for the purpose of taking carer's leave is subject to employees who take carer's leave being responsible for the care or support of the immediate family or household member in respect of whom the absence on carer's leave relates; and

Proof Of Absence

- (12) If required by the employer, employees are to provide, a medical certificate or some other form of proof confirming the illness of the person for whom they claim paid carer's leave.

Notifying The Employer Of Absence On Carer's Leave

- (13) Wherever practicable employees are to give the employer prior notice of the need for them to take carer's leave and the estimated period of absence on carer's leave, but where this is not practicable employees must inform the employer as soon as possible on the first day of any such absence.

Unpaid Carer's Leave

- (14) Employees (including casuals) are entitled to a period of up to two days unpaid carer's leave for each occasion. The Employer may require production of a medical certificate or statutory declaration establishing the need for the Employee to provide care or support for them during that time and the estimated length of absence. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

25A COMPASSIONATE LEAVE

- (a) An employee is entitled to 3 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
- (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 3 day period; or 3 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
- (d) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
- (e) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (f) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- (g) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave.

26 PARENTAL LEAVE

- (1) Subject to the terms of this clause Employees are entitled to paid and unpaid parental leave and to work part-time in connection with the birth or adoption of a child.
- (2) The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.
- (3) An eligible casual Employee means a casual Employee:

- (a) employed by an Employer on a regular and systematic basis for a sequence of 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) who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt,
- (4) For the purposes of this clause, continuous service is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).
- (5) An Employer must not fail to re-engage a casual Employee because:
- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.
- (6) 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.
- (7) Basic entitlement

Employees, who have or will have completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid (if provided under this Agreement) and unpaid parental leave in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, where paid leave is not provided under this Agreement or where the Employee is an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

- (8) Leave available is summarised in the following table:

Type of Leave	Paid Leave	Unpaid Leave	Total combined paid and unpaid leave
Maternity Leave	4 weeks	48 weeks if primary care giver	52
Paternity/Partner Leave	1 week	51 weeks if primary care giver	52
Adoption Leave - Primary Care Giver	4 weeks	48 weeks if primary care giver	52
Adoption Leave - Secondary Care Giver	1 week	51 weeks if primary care giver	52

- (8A) Notwithstanding the paid entitlement set out in the table at (8) above, where an employee:
- (1) who was employed prior to this Agreement coming into operation; and
- (2) would have been entitled to a greater paid leave entitlement had this Agreement not come into operation;
- such employee shall be entitled to the **more** generous paid leave entitlement in lieu of the above paid leave.
- (a) If paid parental leave is provided by this Agreement it will apply in relation to each birth or adoption, regardless of whether the Employee has returned to work from unpaid or paid parental leave granted in respect to a previous birth or adoption. Where an Employee becomes pregnant or adopts again they will be entitled to request a new period of unpaid parental leave and be entitled to a new period of paid parental

leave in accordance with clause (7) and (8) above.

- (b) If paid leave is provided the Employee may nominate how any paid parental leave provided under this Agreement will be paid in conjunction with the paid leave provided under the Commonwealth Paid Parental Leave Scheme. The Commonwealth Scheme entitlement is in addition to any amount payable under this Agreement and the Employee may choose whether the Employer provided entitlement will be taken either simultaneously, contiguously or in any other combination with the Commonwealth provided payment. The Employee will nominate a preferred payment arrangement at least four weeks prior to the expected date of delivery.
 - (c) An Employee who will be the primary care giver of an adopted child or who is responsible for a child as the primary carer as defined under the Commonwealth Paid Parental Leave Scheme or is a permanent carer under a permanent care order made by the Children's or Family Court and who commences adoption or primary carer leave is, subject to the above continuity of service requirements, entitled to the payment of any paid leave included in this Agreement from the date that the child is placed with the Employee.
 - (d) Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.
- (9) Employee Couple only – Concurrent Leave
- (a) An Employee Couple is a couple with shared parental responsibilities, both of whom are employed by the Employer.
 - (b) Parental leave is to be available to only one parent at a time in a single unbroken period. However, both parents may simultaneously take:
 - (i) in the case of paternity/partner leave an Employee shall be entitled to a total of 8 weeks (of which one week will be (1) paid leave (which need not be taken consecutively). Up to a total of 52 weeks leave (made up of paid and unpaid leave) may be taken in connection with the birth of a child for whom he or she has accepted responsibility; and
 - (ii) in the case of adoption leave for the secondary care giver a total of 8 weeks (one (1) week of which is paid leave) and up to 52 weeks leave (made up of paid and unpaid leave) which may be commenced at the time of placement.
 - (c) Absent agreement from the Employer for an earlier commencement date, concurrent leave must not start before the date of birth of the child or the placement of the child, whichever is relevant in the circumstances.
- (10) Maternity leave
- (a) An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) of the expected date of confinement (the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks; and

- (ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
 - (b) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
 - (c) Subject to sub-clause (7) and unless agreed otherwise between the Employer and Employee, an Employee may begin parental leave at any time within six weeks immediately prior to the expected date of birth.
 - (d) Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under this Agreement, the Employer may require the Employee to provide a certificate from a registered health practitioner that she is fit for work in her present position. The Employer may require the Employee to start maternity leave if the Employee:
 - (i) does not give the Employer the requested certificate within 7 days after the request; or,
 - (ii) within 7 days after the request for the certificate, gives the Employer the medical certificate stating that the Employee is unfit to work.
- (11) Personal illness leave and special maternity leave
- (a) An Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of any paid parental leave provided by this Agreement. In either of these circumstances, paid partner leave/primary carer leave will also apply.
 - (b) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave in accordance with the following:
 - (i) where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions
 - (ii) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under sub-clause (7), and thereafter, to unpaid special maternity leave
 - (c) If an Employee takes leave for a reason outlined in sub-paragraphs (11)(b)(i) and (11)(b)(ii), the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
 - (d) Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy, the Employee may access accrued paid Personal Leave to which she is then entitled and such further unpaid leave as a registered health practitioner certifies as necessary before her return to work, provided that the aggregate of, paid sick leave, unpaid sick leave and maternity leave shall not exceed

the period to which the Employee is entitled under clause (7).

- (e) For all purposes of this Agreement, maternity leave shall include special maternity leave and Pregnancy Related Sick Leave
- (12) Partner leave
- (a) An Employee will provide to the Employer at least ten weeks prior to each proposed period of partner leave, with:
 - (i) evidence (the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered health practitioner) which names his or her partner and states that she is pregnant and the expected dated of confinement or states the date on which the birth took place; and
 - (ii) written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
 - (b) The Employee will not be in breach of (12)(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- (13) Adoption leave
- (a) The Employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
 - (b) The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
 - (c) The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
 - (i) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
 - (ii) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
 - (d) Generally the Employee must apply for leave to the Employer at least ten weeks before the date when long adoption leave begins and the period of leave to be taken or 14 days in advance for short adoption leave. An Employee may commence adoption leave before providing such notice where, through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
 - (e) Before commencing adoption leave, an Employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
 - (i) that the child is an eligible child, whether the Employee is taking

short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.

- (f) An Employee must provide the Employer with confirmation from the adoption agency of the start of the placement.
 - (g) Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately. The Employer will then nominate a time, not exceeding four weeks from receipt of notification, for the Employee's return to work.
 - (h) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
 - (i) An Employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations necessary to the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached the Employee is entitled to take up to two days unpaid leave.
 - (j) Where paid leave is available to the Employee the Employer may require the Employee to take such leave instead.
- (14) Right to request
- (a) An Employee entitled to parental leave pursuant to the provisions of sub-clause (7) may request the Employer to allow the Employee:
 - (i) to extend the period of unpaid parental leave provided for in sub-clause (7) by a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of parental leave on different working arrangements until the child reaches school age; or is under 18 and has a disability
to assist the Employee in reconciling work and parental responsibilities.

"Different working arrangements" may include changes in hours of work, patterns of work or location of work.
 - (b) The Employer shall consider the request having regard to the Employee's circumstances and provided the request is genuinely based on the Employee's parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and Employer's decision to be in writing

The Employee's request and the Employer's decision made under subparagraphs (14)(a)(i) and (14)(a)(ii) must be in writing. The Employer's response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 21 days after the request is made.
 - (d) Request to return to work part-time

A request under sub-paragraph 14(a)(ii) must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

(e) Variation of period of parental leave

Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under sub-clause (7) and sub-paragraph (14)(a)(i) an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the start of the changed arrangements.

(15) Parental leave and other entitlements

(a) An Employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under sub-clause (14).

(b) Where a public holiday occurs during a period of paid parental leave the public holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu to be taken by the Employee immediately following the period of paid parental leave.

(16) Transfer to a safe job

(a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave. The Employer may require the evidence referred to above to be a medical certificate. The Employer will make all practical efforts to remedy an unsafe situation to allow the Employee to work until her estimated date of confinement.

(b) If the Employer does not think it reasonably practicable to transfer the Employee to a safe job, the Employee may take paid no safe job leave, or the Employer may require the Employee to take paid no safe job leave immediately for a period which ends at the earliest of either:

(i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or

(ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

(17) Returning to work after a period of parental leave

(a) An Employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(b) Subject to clause (17)(c) an Employee will be entitled to the position

which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to (16) the Employee will be entitled to return to the position they held immediately before such transfer.

- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(18) Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred as a result of an Employee proceeding on parental leave.
- (b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(19) Consultation and Communication during Parental leave

- (a) Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with sub-clause (19).

(20) Pre-natal appointments or parenting classes

If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access his or her accrued personal leave. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

27 PUBLIC HOLIDAYS

Entitlement To Paid Public Holidays

- (1) Subject to the provisions of this Agreement employees, other than casual employees, are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, and the first Monday in November where Hobart Regatta Day is not observed, or such other day(s) which may be observed in the locality in lieu of or made additional to any of the aforementioned holidays, as per the *Tasmanian Statutory Holidays Act 2000* as amended.
- (2) Payment for public holidays taken and not worked is to be at the rate of pay to which the employee would have been entitled if at normal work on that day.
- (3) In circumstances where an employee is required to work on a public holiday which applies at the employee's usual workplace, but the employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the employee's annual leave entitlement, or the employee may elect to take another working day in lieu of that public holiday.
- (4) Where an employee who is entitled to a holiday with pay and is required to work on any of the holiday, either for part or the whole of the day they will be paid as follows:
- (i) Nurses
 - Day workers – will be paid at the rate of double time and a half as set out at Clause 21(4)(c);
 - Shiftworkers – will be paid at the rate of double time as set out at Clause 23(4)(b);
 - Casual - will be paid at the rate of 1.7 times the relevant wage rate for each hour worked.
 - (ii) Aged Care Employees
 - Day workers – will be paid at the rate of double time and a half as set out at Clause 21A;
 - Rostered Employees – will be paid at the rate of double time and a half, however this does not apply where the employee receives holiday leave in accordance with Clause 24(4)(b) in which case the employee will be paid the ordinary hourly rate for each hour worked plus the roster loading.
 - Casual - will be paid at the rate of 1.7 times the relevant wage rate for each hour worked.
 - (iii) Clause 18(E)(2) of this Agreement defines the relevant wage rate for the purposes of calculating the payment for a casual employee that works a public holiday.
- (5) Where work commences between 11.00pm and midnight on a holiday with pay the time worked before midnight will not entitle the employee to the payment detailed in subclause (4) above.

Time worked by an employee before midnight on a day preceding a holiday with pay, and extending into the holiday with pay, the time worked before midnight will be regarded as time worked on a holiday.

28 TRAVELLING AND EXCESS FARES

Travel

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

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

Excess Fares

- (3) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.
- (4) An employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home.

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

29 UNIFORMS

Uniforms To Be Provided

- (1) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms.
- (2) If uniforms are not provided as per sub clause (1), employees are to be paid in lieu of the uniform as per Schedule 2.

30 NOTICE BOARD

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

31 CONSULTATION

- (1) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (2) The employer must consult the employees to whom the agreement applies about:
- (a) a major workplace change that is likely to have a significant effect on the employees; or
 - (b) a change to their regular roster or ordinary hours of work.
- (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.

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- (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.
 - (c) Notwithstanding (5)(a) and (b), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
 - (i) to provide information to the employees about the change; and
 - (ii) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) to consider any views given by the employees about the impact of the change.
- (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 the enterprise 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 subclauses (2),(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 the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (10) In this term, **relevant employees** means the employees who may be affected by the major change.

32 REDUNDANCY

Redundancy Entitlements is a matter provided for in the NES (Division 11 – Notice of Termination and Redundancy Pay). 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.

Requirement To Consult.

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

Redeployment And Retraining

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

Notice Of Redundancy

- (4) The employer is to provide as much notice as is reasonably practicable of an intended redundancy.
- (5) The minimum period of notice to be given to an employee affected by a redundancy is –

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

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

Voluntary Redundancy

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

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

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

Redundancy Package

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

Voluntary Redundancies

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

Involuntary Redundancies

- (a) notice as specified in this clause, or payment in lieu of that notice; and
- (b) two weeks pay for each completed year of service and pro rata for an uncompleted year, provided that if this pay is less than the NES the NES amount will prevail; and
- (c) payment for all accrued annual leave including leave loading; and
- (d) payment of pro rata long service leave for employees with more than five years continuous service.

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

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

Partial Redundancy Package For Changed Or Decreased Hours

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

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

Definition

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

Paid Time Off To Seek Alternative Employment

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

Financial Counselling

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

Details Of Redundancy Package To Be Provided

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

Notifying Redundant Employees Of New Vacancies

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

33. DISPUTE RESOLUTION PROCEDURE

- (1) In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards (including subsections 65(5) or 76 (4) of the Fair Work Act 2009, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of local management as appropriate.
- (2) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.
- (3) If the grievance is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.
- (4) The above steps shall take place within seven days or such longer period as may be mutually agreed.

- (5) If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (6) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to the Fair Work Commission, up to the first hearing and then subject to any direction of the FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.
- (7) The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- (8) For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

34 NO EXTRA CLAIMS

The parties agree that they will not pursue any extra claims relating to salaries or changes to conditions of employment as dealt with this agreement or as per the negotiating agenda of each party during the negotiation process leading up to the agreement.

35 FLEXIBILITY ARRANGEMENT

- (a) The employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.
- (f) The relevant employee may appoint a representative for the purposes of the procedures in this term.

36 NO PRECEDENT

This agreement must not be used by any party as a precedent.

37 EDUCATION AND PROFESSIONAL DEVELOPMENT

- (1) Full time Employees shall be entitled to three (3) days paid study / examination / conference leave per annum for the purposes of attending courses, conferences and/or undertaking or preparing for examinations in a relevant course of study relevant to their work at the facility and is conducted by a recognised institution or training organisation. Part time Employees who work not less than four (4) shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis.
- (2) Leave entitlements pursuant to this clause shall not accumulate from year to year.
- (3) Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave subject to:

- (a) The Employee having been employed by the facility or network for eighteen months immediately prior to the taking of the leave.
- (b) The leave be granted for studies which are related to the classification duties in the Agreement, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a tertiary institution.

PROFESSIONAL DEVELOPMENT LEAVE

- (4) The Employer shall ensure that operating budgets make reasonable provision for the ongoing professional development of full time nursing staff. The Employer will encourage staff to attend relevant seminars and conferences on a regular basis. Costs may be either shared or paid for in total by the Employer or release from work provided at the discretion of the Employer.

EDUCATION AND TRAINING

- (5) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, infection control, food handling provided by the Employer in each twelve month period or as required.
- (6) Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered.
- (7) Attendance at any training course other than those referred to at (6) above, may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.
- (8) Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required.

38 LONG SERVICE LEAVE

- (1) Long Service Leave is a matter provided for in the NES (Division 9 – Long Service Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (2) The provisions of the *Long Service Leave Act 1976* (as amended) (“the Act”) will apply to employees covered by this agreement.
- (3) Provided that employees on the completion of at least 10 years’ continuous service with the employer will be entitled to the period of long service leave as set out in the Act.
- (4) The taking of the period of Long Service Leave shall be by mutual agreement. If there is no mutual agreement, leave is to be taken, at a time fixed by the employer, within a period not exceeding six months from the date when the entitlement is due and after not less than two weeks’ notice to the employee.

39 BLOOD DONORS LEAVE AND EMERGENCY SERVICE LEAVE

- (1) An Employer will release full-time Employees upon request on a maximum of two occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located within five kilometres of the aged care facility. Employees will give at least seven days notice to the Employer and such release will take into account the staffing and workload needs of the facility.
- (2) At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organization such as the, Tasmanian Fire Service, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local or state emergency situation arises that requires the attendance of the Employee.

40 WORKLOAD

- (1) Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:
 - (a) The employer will ensure that supervisors and managers are aware that the tasks allocated to employees including the general workload for the employee must not exceed what can reasonably be performed in the hours for which they are employed.
 - (b) The employer will ensure that supervisors and managers implement procedures to monitor the hours worked and the required workload of the employees they supervise. Where employees regularly work hours in excess of the hours for which they are employed to perform their jobs or have workloads that are unreasonable, changes (technology, responsibility, and extra resources) will be implemented in consultation with the employees or their nominated representative.
 - (c) In most circumstances vacant positions will be filled within three months. If it appears likely that will not be the case, supervisors and/or managers will consult affected employees, giving the reasons why the position will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.
 - (d) In most circumstances temporary vacancies will be filled as they arise. Where a position is not to be filled supervisors and managers will consult affected employees, giving the reasons why the position will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

41 JURY SERVICE

- (1) An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant legislation.

- (2) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

42 UNION TRAINING LEAVE

- (1) It is recognised that union delegates or elected workplace representatives, with approval of the Union may participate in the following duties free from any discrimination in their employment when it is required to do so:
- (i) Represent members in bargaining;
 - (ii) Represent the interests of members to the employer and at times industrial tribunals;
 - (iii) Consult with union members and other employees for whom the delegate is a bargaining representative;
 - (iv) Participate in the operation of the Union which includes representing members on workplace issues;
 - (v) Represent members on any relevant consultative committee at the workplace.
 - (vi) Attend union education;
 - (vii) Address new employees about the benefits of union membership at the time that they enter employment;
 - (viii) Attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
 - (ix) Attend union annual Delegates Conference
- (2) It is recognised that union training leave is unpaid however, the employee may elect to utilise accrued annual leave in accordance with the annual leave provisions of this Agreement.
- (3) Any request for leave to attend union training, the employee must submit their request in writing with one months' notice prior to the commencement of the union training to the employer. Approval of the leave request shall be on the basis that the employer agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.
- (4) The granting of any 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. The employer shall not use this subclause to avoid an obligation under this clause.
- (5) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

- (6) 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.
- (7) An employee may be required to satisfy the employer of attendance at the course to qualify for leave.
- (8) 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.
- (9) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

DECLARATION AND SIGNATURES

I am authorised to sign this Agreement on behalf of AGED CARE SERVICES GROUP
PTY LTD



SIGNATURE

Mr Andrew Sudholz, CEO

Address: level 4, 01, 1 Southbank Boulevard,
Southbank
VIC 3006

Date 11/08/2014.

I am authorised to sign this Agreement as the nominated employee bargaining representative

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of AUSTRALIAN NURSING AND MIDWIFERY FEDERATION (TASMANIAN BRANCH)


SIGNATURE

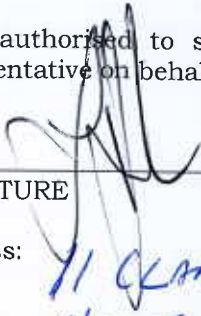
NEROLI ELLIS ANMF
PRINT NAME AND TITLE TASMANIAN
BRANCH
SECRETARY

Address: 182 MALQUARIE ST
HOBART

Date 12 April 2014

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the HACSU

SIGNATURE



Tim Jacobson (STATE SECRETARY)
PRINT NAME AND TITLE

Address:

11 CLARE ST.
New Town TAS 7008

Date

13/8/14

SCHEDULE 1 - SALARY RATES

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

Classification	Date the EA comes into operation					
	FFPPOA 1.7.14 \$	FFPPOA 1.7.15	FFPPOA 1.7.16	FFPPOA 1.7.17	FFPPOA 31.1.18	
(per annum)						
Enrolled Nurse						
1st year of service	44,241	45,126	46,367	47,758	49,071	50,053
2nd year of service	45,178	46,082	47,349	48,769	50,111	51,113
3rd year of service	46,114	47,037	48,330	49,780	51,149	52,172
4th year of service	47,051	47,992	49,312	50,791	52,188	53,232
5th year of service	47,990	48,950	50,296	51,805	53,230	54,294
EN (Medication Endorsed)						
1st year of service	48,705	49,679	51,045	52,576	54,022	55,102
2nd year of service	49,644	50,637	52,029	53,590	55,064	56,165
Registered Nurse - Level 1						
1st year of service	48,459	49,428	50,788	52,311	53,750	54,825
2nd year of service	50,803	51,819	53,244	54,841	56,349	57,476
3rd year of service	53,147	54,210	55,701	57,372	58,950	60,129
4th year of service	55,490	56,600	58,156	59,901	61,548	62,779
5th year of service	57,834	58,991	60,613	62,431	64,148	65,431
6th year of service	60,178	61,381	63,069	64,961	66,748	68,083
7th year of service	62,522	63,773	65,526	67,492	69,348	70,735
8th year of service	64,865	66,162	67,982	70,021	71,947	73,386
Registered Nurse - Level 2						
1st year of service	67,208	68,552	70,437	72,550	74,545	76,036
2nd year of service	68,772	70,147	72,076	74,238	76,280	77,805
3rd year of service	70,332	71,739	73,712	75,923	78,011	79,571
4th year of service	71,896	73,334	75,351	77,611	79,746	81,341
Registered Nurse - Level 3						
1st year of service	74,826	76,322	78,421	80,774	82,995	84,655
2nd year of service	76,583	78,114	80,263	82,670	84,944	86,643
3rd year of service	78,342	79,909	82,106	84,569	86,895	88,633
4th year of service	80,099	81,701	83,948	86,466	88,844	90,621
Registered Nurse - Level 4						
Grade 1 (0-60 beds)	89,473	91,262	93,772	96,585	99,241	101,226
Grade 2 (61-90 beds)	89,473	91,262	93,772	96,585	99,241	101,226
Grade 3 (91-120 beds)	89,473	91,262	93,772	96,585	99,241	101,226
Grade 4 (121 beds and above)	96,309	98,235	100,936	103,964	106,823	108,960
Registered Nurse - Level 5						
Grade 1 - Bed capacity 1-30	89,473	91,262	93,772	96,585	99,241	101,226

Grade 2 - Bed capacity 31-60	96,309	98,235	100,936	103,964	106,823	108,960
Grade 3 - Bed capacity 61-90	103,146	105,209	108,102	111,345	114,407	116,695
Grade 4 - Bed capacity 91-120	110,956	113,175	116,287	119,776	123,069	125,531

Classification	Pay Scale Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA
		\$	1.7.14	1.7.15	1.7.16	1.7.17	31.1.18
		(per hour)					
<u>Admin Employee</u>							
Admin Employee - Entry	1	17.9489	18.44	18.95	19.52	20.06	20.46
Admin Employee - L1A	2	18.6894	19.20	19.73	20.32	20.88	21.30
Admin Employee - L1b to 3B	3	19.8315	20.38	20.94	21.57	22.16	22.60
Admin Employee - L4	4	20.2366	20.79	21.36	22.00	22.61	23.06
Admin Employee - L5	5	20.8557	21.43	22.02	22.68	23.30	23.77
Admin Employee - L6	6	21.5422	22.13	22.74	23.42	24.06	24.54
Admin Employee - L7	7	22.6002	23.22	23.86	24.58	25.26	25.77
<u>PCW/ECA Employee</u>							
PCW/ECA Employee - L2	3	19.4299	19.96	20.51	21.13	21.71	22.14
PCW/ECA Employee - L3	4	19.6550	20.20	20.76	21.38	21.97	22.41
PCW/ECA Employee - L4	5	20.3184	20.88	21.45	22.09	22.70	23.15
PCW/ECA Employee - L5	6	21.4143	22.00	22.61	23.29	23.93	24.41
<u>Leisure & Lifestyle Employee</u>							
Leisure & Lifestyle Employee - L5	6	21.4143	22.00	22.61	23.29	23.93	24.41
<u>Service Employee</u>							
Service Employee - L1	1	17.9489	18.44	18.95	19.52	20.06	20.46
Service Employee - L2	2	18.6894	19.20	19.73	20.32	20.88	21.30
Service Employee - L3	3	19.4299	19.96	20.51	21.13	21.71	22.14
Service Employee - L4	4	19.6550	20.20	20.76	21.38	21.97	22.41
Service Employee - L5	5	20.3184	20.88	21.45	22.09	22.70	23.15
Service Employee - L6	6	21.4143	22.00	22.61	23.29	23.93	24.41
Service Employee - L7 & L8	7	21.7993	22.40	23.02	23.71	24.36	24.85

SCHEDULE 2 – ALLOWANCES**NURSES**

	Current	Date the EA comes into operation	FFPPOA	FFPPOA	FFPPOA	FFPPOA
			1.7.15	1.7.16	1.7.17	31.1.18
	\$					
Higher Duties And In Charge Allowance	28.41	29.19	29.99	30.89	31.74	32.37
Meal Break When Required to work Overtime						
(meal to be provided or allowance paid)	12.27	12.61	12.96	13.35	13.72	13.99
	10.23	10.51	10.80	11.12	11.43	11.66
Remote Call						
Per hour	1.32	1.36	1.40	1.44	1.48	1.51
Min. payment per day or per shift	13.51	13.88	14.26	14.69	15.09	15.39
Uniforms						
Per week (except periods of absence in excess of 3 working days, but inclusive of public holidays not worked)	5.41	5.56	5.71	5.88	6.04	6.16
Per week or part of a week (including periods of approved paid leave)	4.69	4.82	4.95	5.10	5.24	5.34

AGED CARE

	Current	Date the EA comes into operation	FFPPOA	FFPPOA	FFPPOA	FFPPOA
			1.7.15	1.7.16	1.7.17	31.1.18
	\$					
Nauseous Linen Allowance -						
Foul and Nauseous Linen - Full time	13.11(per week)	13.47	13.84	14.26	14.65	14.94
Foul and Nauseous Linen - Part-time/ Casual employees	0.3451(per hour)	0.35	0.36	0.37	0.38	0.39
Uniform Allowance						
Uniform Allowance (except for periods of absence on long service leave and absence on personal/carers leave beyond 21 days.)	6.82 (per week)	7.01	7.20	7.42	7.62	7.77

Overtime Meal Allowance -	11.75	12.07	12.40	12.77	13.12	13.38
Remote Call Allowance - Remote Call Allowance	0.93 (per hour)	0.96	0.99	1.02	1.05	1.07

SCHEDULE 3 – CLASSIFICATIONS

Nursing Classifications

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

- (c) An **Assistant Director of Nursing – Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the AHPRA, or staff development programs.
- (11) **Registered Nurse – Level 5** means a Registered Nurse who is engaged as Director of Nursing and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.

Aged Care Employee Classifications:

Aged care employee—level 1

Entry level:

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

An employee at this level:

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

Indicative tasks performed at this level are:

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

Aged care employee—level 2

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (between 3 months' and less than 1 year's service) Laundry hand	Food services assistant	Personal care worker grade 1

General and administrative services	Food services	Personal care
Cleaner Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)		

Aged care employee—level 3

An employee at this level:

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

Indicative tasks performed at this level are:

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—level 4

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care

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

Aged care employee—level 5

An employee at this level:

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

Indicative tasks performed at this level are:

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

Aged care employee—level 6

An employee at this level:

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

Indicative tasks performed at this level are:

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

Aged care employee—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

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

FAIR WORK COMMISSION

MATTER NO: AG2014/8684

UNDERTAKINGS

- (1) The Agreement shall include subclause 8(5) as follows:
 - 8(5) Minimum engagements
 - (a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.
 - (b) Part-time employees will receive a minimum payment of two hours for each engagement.
- (2) Clause 24(6) of the Agreement shall be amended to include the following first paragraph:

Subject to the provisions of Clause 24, paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this paragraph, the Employer may direct an employee to take a period of annual leave in accordance with paragraph two of this subclause.
- (3) Clause 24(2)b(ii) of the Agreement shall be amended to expand the shift worker definition to include an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 22.2(a) of the Aged Care Award 2010.
- (4) For clarity, clause 10(6) shall be read to include that an employee may refuse a request by the employer to work in excess of their rostered ordinary hours. Further, where an employee works, by agreement, in excess of their rostered ordinary hours in accordance with this clause, such employee shall record those additional hours on their timesheet for the corresponding period.
- (5) For the purposes of this Agreement, the Aged Care employee definition of a "day worker" shall be amended to "*an employee whose weekly ordinary hours of work are performed between the period 6.00am and 7.00pm on the days Monday to Friday inclusive*" and for a "rostered employee" an afternoon shift shall be defined as a shift finishing between 6.00pm and midnight.



Ashley van Winkel

Group General Manager of Human Resources