



# DECISION

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

**Hobart District Nursing Service Inc**  
(AG2014/7839)

## **HOBART DISTRICT NURSING SERVICE INC. NON-NURSING AGREEMENT 2014**

Tasmania

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 24 OCTOBER 2014

*Application for approval of the Hobart District Nursing Service Inc. Non-Nurses Agreement 2014.*


[1] An application has been made for approval of an enterprise agreement known as the *Hobart District Nursing Service Inc. Non-Nursing Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hobart District Nursing Service Inc. The agreement is a single enterprise agreement.

[2] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in 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.

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

[5] The Agreement was approved on 24 October 2014 and, in accordance with s.54, will operate from 31 October 2014. The nominal expiry date of the Agreement is 14 August 2017.

  
DEPUTY PRESIDENT

ANNEXURE A

20 October 2014

Fair Work Commission  
Deputy President Gostencnik  
11 Exhibition Street  
**MELBOURNE VIC 3000**

Dear Commissioner,

**Undertaking redundancy provisions of the Non-Nursing Agreement matter AG2014/7839**

The Hobart District Nursing Service Inc provides the following undertaking:

The Hobart District Nursing Service Inc will apply as a minimum, the redundancy National Employment Standards entitlement contained in s. 119 of the Fair Work Act 2009, to persons made redundant with less than 4 years continuous service covered by the proposed Non-Nursing Agreement matter number AG2014/7839.

We have advised both the ANMF and HACSU of the undertaking as they were both bargaining representatives for the Agreement.

Yours sincerely,



Kim Macgowan  
**CE – Hobart District Nursing Service Inc**

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

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.



**HOBART DISTRICT NURSING SERVICE INC.**

**NON-NURSING AGREEMENT 2014**

## 1. TITLE

This Agreement shall be referred to as the **Hobart District Nursing Service Inc. Non-Nursing Agreement 2014.**

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**3. DEFINITIONS**

For the purpose of this Agreement:

**"Act"** means the *Fair Work Act 2009*

**"Agreement"** means the Hobart District Nursing Service Inc. Non Nurses 2014.

**"Award(s)"** means any applicable award or agreement and includes those howsoever described in the Act as an award, 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

**"Employee"** means any person employed by the Employer, who performs work in accordance with the classifications covered by this Agreement in Schedule B.

**"Employer"** means Hobart District Nursing Inc.

**"Full time Employee"** means an Employee engaged to work 38 ordinary hours per week.

**"NES"** means the National Employment Standards. Employee

**4. APPLICATION**

This Agreement applies to Hobart District Nursing Service Inc and its Employees in positions classified within the classification contained in Schedule C.

**5. PARTIES BOUND**

This agreement shall be binding upon:

- (a) The Hobart District Nursing Service Inc.
- (b) The Health Services Union of Australia Tasmania No. 1 Branch, its officers and members, hereinafter called 'The Union'.
- (c) The Australian Nursing and Midwifery Federation (Tasmanian Branch);
- (d) Employees of the Employer referred to in Clause 4 (Application) of this Agreement.

**6. DATE AND PERIOD OF OPERATION**

This Agreement will come into operation seven (7) days after the Fair Work Commission approves the Agreement.

- (a) The Agreement has a nominal expiry date of 14 August 2017, unless terminated or varied by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.
- (c) The Employer agrees to commence negotiations with the Union for a new collective Agreement to succeed this Agreement at least 6 months before the nominal expiry date of this Agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (d) Before submitting a variation, termination or replacement Agreement for the approval of the Employees covered by the Agreement, the Employer will negotiate in good faith with the Union.
- (e) Should negotiations for a new collective Agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions will continue to be observed for all relevant Employees by the parties.

## **7. SAVINGS CLAUSE**

Unless otherwise varied by this Agreement, any conditions of employment and entitlements which existed for Employees covered by this Agreement as at 30 June 2009 will continue to apply.

## **8. SUPERSESSION AND SEVERANCE PROVISIONS**

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

- (e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

## **9. PURPOSE OF THE AGREEMENT**

The purpose of the Agreement is to:-

- (a) Provide employment security for all Employees covered by this Agreement whose regular hours may change from time to time as a result of the changing needs of clients.
- (b) Provide flexible working arrangements at the enterprise for Employees engaged in delivering services to clients in their own homes.
- (c) Provide working arrangements for Employees who do not work from a regular worksite.
- (d) Ensure an ongoing stable industrial relations framework exists at the enterprise.
- (e) Provide working arrangements for administrative and clerical Employees.

## **10. DISPUTE RESOLUTION PROCEDURE**

- (a) If a dispute relates to:
  - (i) a matter arising under the Agreement; or
  - (ii) the National Employment Standards; or
  - (iii) a matter pertaining to the employment relationship.

This clause sets out procedures to settle the dispute.

- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- (e) Fair Work Australia may deal with the dispute in two (2) stages:

- (i) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (ii) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
  - (1) arbitrate the dispute; and
  - (2) make a determination that is binding on the parties.

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

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

- (f) While the parties are trying to resolve the dispute using the procedures in this clause:
  - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (1) the work is not safe; or
    - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (3) the work is not appropriate for the Employee to perform; or
    - (4) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

## 11. CONSULTATION CLAUSE

- (a) This term applies if:
  - (i) 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



- (ii) the change is likely to have a significant effect on Employees of the enterprise.
- (b) The Employer must notify the relevant Employees of the decision to introduce the major change.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation; and
  - (ii) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees:
    - (1) the introduction of the change; and
    - (2) the effect the change is likely to have on the Employees; and
    - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purpose of the discussion – provide, in writing, to the relevant Employees:
    - (1) all relevant information about the change including the nature of the change proposed; and
    - (2) information about the expected effects of the change on the Employees; and
    - (3) any other matters likely to affect the Employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (i) 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 from 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.
- (j) In this term, **relevant Employees** means the Employees who may be affected by the major change.

### 11.1 Consultation about changes to rosters or hours of work

- (a) Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. The Employer must:
- (i) Provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) Invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) Give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
- (b) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

## 12. WAGE RATES

As per the rates outlined in schedule A, all Employees covered by this Agreement will receive the following wage increases;

- 3% increase in the first full pay period on or after 14 August 2014
- 3% increase in the first full pay period on or after 14 August 2015
- 3% increase in the first full pay period on or after 14 August 2016

## 13. PAYMENT OF WAGES

- (a) Wages will be paid by direct deposit into a financial institution nominated by the Employee fortnightly and not later than the Thursday of the week of payment.
- (b) Late Payment of Wages
  - (i) Unless it is beyond the control of the Employer, an Employee kept waiting for payment of wages for more than two hours after the usual time for ceasing work on the Employees' normal pay day, due to any action or default of the Employer, will be paid waiting time at the appropriate overtime rate in the Overtime Clause in this Agreement for all time kept waiting for his or her pay.  
  
An Employee will not receive more than eight hours pay at the rate prescribed in this subclause in any 24 hour period.
  - (ii) In circumstances where payment of wages is delayed due to reasons beyond the control of the Employer, the Employer will do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the Employer that the Employees pay will be delayed.
- (c) Wages Notification to Employees
  - (i) On pay day, the Employer will state in writing to the Employee, the amount of wages to which they are entitled, the amount of tax deductions made, the amount of any other deductions made and the net amount being paid.
  - (ii) Where the hourly rate, or the number of ordinary hours per week of an Employee is changed, or in the case of back monies due, annual leave payment and payment on termination, the Employer will state the details separately in writing.
- (d) Where a holiday with pay falls on a normal pay day wages will be paid on the day prior to that holiday.

#### 14. SUPERANNUATION

- (a) Definitions
  - (i) **'HESTA'** means the superannuation fund established under the relevant Federal legislation.
  - (ii) **'Union'** means the Health Services Union, Tasmania No. 1 Branch.
  - (iii) **'Eligible Employee'** means a permanent Employee engaged under this Agreement; or a casual Employee eligible under the provisions of the *Superannuation Guarantee Act*.

- (iv) **'Employer'** means Hobart District Nursing Service Inc.
- (v) **'Ordinary time earnings'** means the Agreement rate of pay plus any shift loadings but excluding overtime payments.

(b) Fund

For the purpose of this Agreement, contributions by the Employer in accordance with this clause shall be paid into HESTA or other superannuation funds approved in accordance with the relevant Act or regulation.

The Employer shall become party to HESTA or other scheme upon acceptance of the Trustees of that scheme of an application to become a participating Employer of the scheme. The fund adopted by the Employer shall be determined by agreement between the Employer and Employees concerned, provided that the Employer shall make contributions on behalf of all eligible Employees into only one of the nominated funds. In the event of a dispute the Dispute Resolution Procedure clause of this Agreement will be applied.

(c) Contributions

The Employer will make a contribution in accordance with the provisions of the *Superannuation Guarantee Act* into an approved occupational superannuation fund for all eligible Employees or as required by relevant legislation.

The Employer shall not be required to make contributions in respect of unauthorised absences of at least one day or periods of unpaid leave.

Where requested by an Employee, the Employer shall deduct from wages and forward to the fund an Employee contribution.

## 15. SALARY PACKAGING

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the Employer's salary packaging program.
- (b) The Employer agrees to permit all Employees, excluding casuals, covered by this Agreement who elect in writing to do so, to convert a proportion of their base salary, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
  - (i) overtime and shift penalties must be calculated on the salary level which would have applied to the Employee in the absence of the Employee participating in salary packaging under the terms of this Agreement;

- (ii) non salary packaged benefits must be paid for any period in respect of which the Employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
  - (iii) if during the life of a salary packaging agreement between the Employer and the Employee, the Employee becomes entitled to workers compensation payments, the Employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the Employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
  - (iv) that part-time Employees in receipt of the loading (in lieu of annual leave, sick leave and holidays with pay) may elect to convert to the leave provisions prior to entering into any salary packaging arrangements;
  - (v) in the event that the Employee ceases to be employed by the Employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;
  - (vi) superannuation payments required to be paid under the 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) as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
  - (vii) annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
  - (viii) Employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (d) No Employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (e) The Employer further agrees that in the promotion and implementation of salary packaging to Employees it will advise each Employee in writing:

- (i) that there is no compulsion for any Employee to participate in salary packaging;
- (ii) that all employment conditions, other than salary packaging as provided for in this agreement, will continue to apply;
- (iii) that the structure of any agreed package complies with taxation and other relevant laws;
- (iv) that they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the Employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
- (v) that the payment of union dues may form part of salary sacrifice packages;
- (vi) of the right of the Employee to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the Employee must be provided with a printout of the relevant information;
- (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the Employee must give one month's notice and the Employer must give three month's notice, except in circumstances in which an Employee ceases to be employed by the Employer;
- (viii) prior to signing a salary packaging agreement, Employees shall be entitled to consult with the union.

## 16. FLEXIBILITY CLAUSE

- (a) An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (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 subclause (i); and

- (iii) The arrangement is genuinely agreed to by the Employer and the Employee.
- (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) Include 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.

## 17. TYPES OF EMPLOYMENT

(a) General

- (i) With the exception of casual Employees, employment shall be by the fortnight. An Employee engaged on a regular, continuous basis shall be a permanent Employee.
- (ii) The Employer shall inform each Employee of the terms of engagement, in particular whether he/she is a full time/part-time and permanent/casual Employee and whether he/she will be required for roster work. An Employer shall also inform each Employee of the regular hours of employment and classification under this agreement and the relevant rate of pay.
- (iii) Job Description

The Employer shall provide a job description upon engagement.

An Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement.

An Employer may direct an Employee to carry out such duties and use such equipment as may be required provided that the Employee has been properly trained in the use of such equipment.

(b) Casual Employee

A casual Employee means a person who either:

- (i) relieves a full-time or part-time Employee; or
- (ii) is engaged temporarily for specific duties for a period not exceeding 8 weeks.

A casual Employee shall be paid a minimum of four (4) hours at the appropriate rate for each engagement. EmployeeEmployeeEmployee

A casual Employee shall be paid at the same hourly rate as would be received by a full-time Employee working the same period under this agreement, plus an additional loading in lieu of annual leave, holidays with pay and personal leave of 25%.

(c) Part-Time Employees

- (i) 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.



- (ii) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- (iii) Part-time Employees are entitled to paid annual leave, personal leave and public holidays at the relevant rate.
- (iv) The rate of pay for ordinary hours of work for part-time Employees is the relevant hourly rate.
- (v) A part-time Employee shall be paid a minimum of four (4) hours at the appropriate rate for each engagement.

**18. TERMINATION**

Termination 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.

- (a) The Employer must not terminate an Employee’s employment unless the Employer has given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).
- (b) The Employer must not terminate the Employee’s employment unless:
  - (i) the time between giving the notice and the day of the termination is at least the period (the *minimum period of notice*) worked out under 18(c) of this Agreement.
  - (ii) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice.
- (c) Work out the minimum period of notice as follows:
  - (i) first, work out the period using the following table:

<b>Period</b>	
<b>Employee's period of continuous service with the Employer at the end of the day the notice is given</b>	<b>Period</b>
1 Up to 3 years	2 weeks
2 More than 3 years but not more than 5 years	3 weeks

<b>Period</b>	
<b>Employee's period of continuous service with the Employer at the end of the day the notice is given</b>	<b>Period</b>
3 More than 5 years	4 weeks

(ii) then, the Employer, increase the period by 1 week if the Employee is over 45 years old,

(d) Notice of termination by an Employee:

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination under this agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

(e) Job search entitlement:

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

(f) Termination Payments:

(i) On termination of employment the Employee will be paid any accrued Annual Leave, Long Service Leave (if applicable) and/or notice entitlement, subject to having provided notice.

(ii) All payments made as a result of termination of employment will occur on the next nominated Pay Day.

(g) Items Deliverable to the Employer:

Upon termination the Employee must without any further demand deliver to the Employer:

(i) documents in their possession or control relating in any way to any trade secret and/or intellectual property and/or confidential information, or the business or affairs of the Employer or any member of the Employer's related entity AND

(ii) any company property.

(iii) Further an Employee is not permitted to retain a copy of documents in Clause 18(g)(i) above.

(h) Summary Termination:

(i) The Employer may terminate the employment of an Employee without notice i.e. summarily for Serious Misconduct.

(ii) In this case the Employee is entitled only to payment for time worked up to the time of termination.

(i) Certificate of Service:

Upon termination of employment for any reason whatsoever, the Employer will provide the Employee with a certificate of service detailing the nature of employment, period of employment and salary.

## 19. CLASSIFICATION DESCRIPTORS

Classifications for all Employees covered by this Agreement are outlined in Schedules C and D of this Agreement.

## 20. HOURS OF WORK

(a) Ordinary Hours

(i) The ordinary full-time hours of work, exclusive of meal times, will be 38 hours per week and will be worked between 7.00 am and 6.00 pm Monday to Friday inclusive spread over these five days.

(ii) Ordinary hours shift work may be rostered Monday to Sunday in accordance with subclause 20 (b) below.

(iii) By mutual agreement ordinary hours may be worked between 7.00am and 10.00 pm as long as no more than 10 hours will be worked as ordinary hours in one day and no more than 20 hours will be worked between 6.00 pm and 10.00 pm in any fortnight.

(b) Maximum Hours

(i) Subject to the provisions of this clause no more than 152 ordinary hours will be worked in any four consecutive weeks, and not more than 45 hours will be worked as ordinary hours in any one week.

(ii) Excluding shift work, no more than 10 hours will be worked as ordinary hours in any one day.

(c) Part time Employees hours

- (i) The ordinary hours for a part-time Employee will be specified and may only be varied by agreement giving 14 days notice of any proposed variation.
- (ii) Additional ordinary hours may be worked by mutual agreement.
- (iii) The Employer understands that Part Time Employees may want to work additional hours from time to time. the Employer where safe, practicable and reasonable, will give priority to permanent part time staff to increase additional hours when other permanent staff are on any form of leave.

## 21. SHIFT WORK

### (a) Definitions

For the purpose of this Agreement shift work means a work cycle which regularly falls outside the ordinary hours as described in the Ordinary Hours Clause in this Agreement and is defined as follows:

- (i) **'Day Shift'** is any shift other than an afternoon or night shift;
- (ii) **'Afternoon Shift'** means a shift finishing at or after 6.00 pm and at or before midnight;
- (iii) **'Night Shift'** means a shift commencing at or after 4.00 pm and before 6.00 am.

- (b) An Employee working an afternoon shift will be paid a shift loading of 17.5% of ordinary pay for the whole of the shift.

An Employee working a night shift will be paid a shift loading of 20% of ordinary pay for the whole of the shift.

- (c) Ordinary hours of shift work may be rostered Monday to Sunday inclusive paid at the following rate of pay:

- (i) payment for work performed on a Saturday will be at the rate of time and a half;
- (ii) payment for work performed on a Sunday will be at the rate of double time;
- (iii) payment of work performed on a Holiday With Pay will be at the rate of double time and a half.

The above rates will be in instead of the shift allowances above.

- (d) An Employee's ordinary hours of shift work will only exceed eight hours per shift when there is written agreement between the Employee and Employer on the following basis:

- (i) On average a maximum of 38 hours per week are worked and not more than 152 ordinary hours will be worked in any 28 consecutive days.
  - (ii) Time worked beyond that specified above will be paid as overtime.
- (e) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that Employees have at least 8 consecutive hours off duty between the work of following shifts. Where an Employee works overtime between the end of a rostered period of duty and the commencement of the next rostered period of duty, and the Employee would not have at least 8 consecutive hours off duty, the Employee will be released after completion of the overtime worked until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- (f) Broken shifts
- (i) A **broken shift** means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
  - (ii) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with (b) and (c) of this clause, with shift allowances being determined by the commencing time of the broken shift.
  - (iii) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
  - (iv) An Employee must receive a minimum break of 8 hours between broken shifts rostered on successive days.

## 22. OVERTIME

- (a) Time worked outside or in excess of ordinary hours of work agreed with the authorisation of the Employer shall be paid at the rate of time and a half for the first two hours and double time thereafter.

**PROVIDED** that overtime shall be paid at the rate of double time if:

- (i) an Employee returns to work without having had at least eight hours break between each day's work;
- (ii) a full time shift worker returns to work without having had at least a break of 96 hours in any fortnight taken in no more than two periods; or
- (iii) it is worked after 10.00 pm Monday to Saturday.

- (b) Overtime worked on weekends or holidays with pay shall be paid at a minimum of two hours on each day (whether the full two hours is worked or not) at the following rates:
  - (i) Sundays - double time.
  - (ii) Holidays With Pay - double time and a half.
  
- (c) Requirement to work reasonable overtime
  - (i) Subject to clause (ii) an Employer may require an Employee to work reasonable overtime at overtime rates.
  - (ii) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
    - (1) any risk to Employee health and safety;
    - (2) the Employee's personal circumstances including any family responsibilities;
    - (3) the needs of the workplace or enterprise;
    - (4) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
    - (5) any other relevant matter.

## 23. CANCELLATION OF WORK

### Unscheduled Cancellation of Work

#### (a) Single Client Engagement

Where the Employee arrives to deliver services to a single client and an unscheduled cancellation occurs (client not home) the Employee will be provided with other work, within their scope, for the duration of that engagement or alternatively payment for that engagement period if work is unable to be found. The payment provided will be for the total number of hours the Employee would normally have spent at that engagement, including, if necessary, travelling time to the next client.

#### (b) Multiple Client Engagement

Where an unscheduled cancellation (client not home) occurs on an engagement where the Employee has more than one client scheduled, the Employee will be provided with other work, within their scope, for the duration of the engagement/s or alternatively payment for that engagement period if work

is unable to be found. The payment provided will be for the total number of hours the Employee would normally have spent at that engagement, including, if necessary, travelling time to the next client.

Should the event arise that all clients scheduled on any particular engagement become unscheduled cancellations then the Employer will provide the Employee with other work, within their scope, for the duration of the shift or alternatively payment for that engagement period if work is unable to be found. The payment provided will be for the total number of hours the Employee would normally have spent at that engagement, including, if necessary, travelling time to the next client.

#### 24. HOLIDAYS WITH PAY

- (a) All Employees (other than Employees in receipt of a loading in lieu of annual leave, holidays with pay, and sick leave) shall be allowed the following days as holidays with pay:

New Years Day, Australia Day, Hobart Regatta Day (south of Oatlands), Recreation Day where Hobart Regatta Day is not observed, 8-Hour or Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as gazetted), Christmas Day, Boxing Day, or such other day or days as may be proclaimed in their stead as a general holiday with pay within the area within which Employee's place of work is situated.

- (b) Payment for holidays with pay mentioned in subclause (a) of this clause which are taken and not worked, shall be at the normal rate of pay which would have applied to the Employee concerned, when, if it were not for such holiday he/she had been at work.

**PROVIDED** that, for part time Employees, who would otherwise be rostered to work but for the holiday with pay and who do not work regular hours on each day, the number of hours to be paid for a holiday with pay which are taken and not worked shall be based on the following calculation:

The number of hours worked in the fortnight in which the holiday with pay falls divided by the number of days worked in that fortnight.

- (c) An Employee (other than an Employee in receipt of a loading in lieu of annual leave, holidays with pay, and sick leave) required to work on any of the holidays with pay mentioned in subclause (a) of this clause, will be paid at the rate of double time and a half.
- (d) Employees in receipt of a loading in lieu of annual leave, holidays with pay, and sick leave, who are required to work on a holiday with pay mentioned in subclause (a) of this clause, will be paid at the rate of double time the ordinary rate, inclusive of the loading.

#### 25. ANNUAL LEAVE

## (a) Entitlement

## (i) Standard Leave

Annual leave accrues progressively throughout the year and is credited fortnightly. A period of 152 hours leave is accrued annually by an Employee (other than casual Employees).

## (ii) Shift Work Leave

In addition Employees who are regularly rostered to work on weekends or holidays with pay as part of their ordinary hours or who are regularly rostered on-call on weekends will be entitled to an additional one working weeks leave if they work no less than 8 shifts on weekends each year.

## (b) All Employees before going on leave will be paid the amount of wages they would have received for the ordinary time which they would have worked had they not been on leave.

Payment for leave taken will be made not later than 12 noon on the last day of work prior to going on leave.

## (c) Leave Loading

(i) All Employees, including shift workers shall receive a loading of 17.5% on the payment made for annual leave.

(ii) The loading will be paid on a maximum entitlement of 5 weeks each year in the case of shift workers and 4 weeks each year for all other Employees.

(iii) Annual Leave Loading will be paid to all Employees who have an entitlement to it on the first full pay period on or after 1 December every year instead of at the time of taking annual leave.

**'Shift worker'** means an Employee who regularly works a roster which falls outside the ordinary hours as described in the Hours of Work Clause.

## (d) Cashing Out of Annual Leave

An Employee with an accrual of Annual Leave in excess of 4 weeks may request to cash out up to ten days leave, subject to mutual agreement by the Employer, and only in extenuating circumstances. A request to cash out annual leave can only be initiated by the Employee.

## (e) Proportionate Leave on Termination of Service

If after one month's continuous service an Employee leaves their employment or the employment is terminated by the Employer, the



Employee will be paid their annual leave entitlement, including the annual leave loading, on a pro rata basis.

(f) Annual Leave Exclusive of Holidays with Pay

If a holiday with pay, as listed in this Agreement, falls within an Employee's period of annual leave, there will be added one day for each holiday with pay that occurs.

(g) Broken Leave

Where the Employer and Employee so agree annual leave may be taken in separate periods, as long as at least 3 of the 4 weeks are taken in periods of not less than one week and in the case of a shift worker as long as 4 of the 5 weeks are taken in periods of not less than one week.

(h) Sickness during Leave

An Employee, who becomes ill during their annual leave, will be entitled to personal leave instead of annual leave if the Employee has sufficient personal leave. The Employee must provide the Employer with a medical certificate stating the period of illness. The annual leave not taken will remain to the Employee's credit.

## **26. PERSONAL / CARER'S LEAVE AND COMPASSIONATE LEAVE**

Personal / Carer's Leave and Compassionate Leave are provided for in the NES. This clause contains additional provisions.

(1) Period of Leave

- (i) An Employee is entitled to up to four weeks (20 days) pro rata of personal / carer's leave in any one year and any unused personal / carer's leave accrued during previous years with the same Employer.
- (ii) In addition to accrued personal / carer's leave outlined in (i) above, an Employee will receive an additional two weeks carers leave per annum which will be non cumulative. Provided that the additional two weeks will be issued in full, at the anniversary of each year of service and may only be accessed once an Employee has exhausted all accrued personal leave.

(2) Not Payable Upon Termination

- (i) An Employee will not be required to make payment in respect of accumulated paid personal / carer's leave credits to an Employee upon termination of employment.

(3) Evidence Supporting Claim

- (i) An Employee will prove to the satisfaction of the Employer that the Employee was unable to on account of illness or injury to attend for duty on the days for which personal leave is claimed.
- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by producing evidence acceptable to the Employer or a statutory declaration the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (iii) For all absences of two days or more, Employees will be required to provide evidence from a medical practitioner.

**(4) Uncertified Personal / Carer's Leave**

- (i) The maximum number of uncertified paid personal / carer's leave days that may be taken in a calendar year is 5 single days. Once the Employee the exhausted this entitlement they will be required to provide evidence from a medical practitioner for all paid personal / carer's leave absences.

**(5) Accrual to be Detailed on Payslips**

- (i) An Employee's paid personal / carer's leave accrual will be detailed on their payslip.

**(6) Compassionate Leave**

- (i) An Employee is entitled to up to 3 days of paid compassionate leave for each permissible occasion.

**27 PARENTAL LEAVE AND RELATED ENTITLEMENTS**

Parental Leave is provided for in the NES. This clause contains additional provisions.

- (1) Employees may be eligible for the Paid Parental Leave Scheme provided for by the Australian Government Department of Human Services (up to 18 weeks Parental Leave Pay or two weeks Dad and Partner Pay at the National Minimum Wage). During a period of Paid Parental Leave the Employer will pay the difference between the government funded payment and the Employee's contracted ordinary hours at the time of commencing leave for a maximum period of 18 weeks.

*Variation of a Period of Parental Leave*

- (2) Unless agreed otherwise between the Employer and the Employee, an Employee may apply to change the period of parental leave on one occasion. PROVIDED THAT any such change is to be notified at least four weeks before the commencement of the changed arrangements.

*Use of Other Leave in Conjunction with Parental Leave*

- (3) An Employee may in lieu of or in conjunction with parental leave, take any accrued annual leave or longer service leave entitlements, subject to the total amount of leave not exceeding fifty-two weeks. An Employee on Parental Leave may opt to have these payments made at half pay.

*Transfer to a Safe Job*

- (4) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work 0
- (i) The Employee will, if a safe and suitable alternative job is available be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave;
  - (ii) If a transfer to a safe job is not available, or practicable, the Employee may elect, or the Employer may require, the Employee to commence parental leave for a period certified necessary by a registered medical practitioner.

*Returning to Work After a Period of Parental Leave*

- (5) An Employee is to confirm with the Employer in writing their intention to return to work after a period of parental leave at least four week prior to the expiration of the leave.
- (6) Employees are entitled to resume the position they held immediately before proceeding on parental leave.

PROVIDED THAT in the case of Employees transferred to a safe job in accordance with Sub Clause (4), they will be entitled to return to the position they held immediately before such transfer.

PROVIDED FURTHER THAT where such position no longer exists but other positions are 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.

**28. COMMUNITY SERVICE LEAVE**

Community Service Leave is a matter provided for in the NES (Division 8 – Community Service Leave). Where there is an inconsistency between this Clause and the NES, the NES provision will apply to the extent of the inconsistency.

- (a) An Employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency management activity during normal working hours may be entitled to paid leave on application.

- (b) Community Service Leave arrangements apply in respect to Employees who are registered volunteers with the following emergency service organisations:
- Tasmania Fire Service;
  - Tasmanian Ambulance Service; and
  - State Emergency Service.
  - Other emergency service consistent with the NES definition.
- (c) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (d) The Employer will grant approval for an Employee to be absent from duty so the Employee can assist with an emergency situation, providing the following conditions are met:
- the Employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
  - the Employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
  - if required by the Employer, the Employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

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

- (e) When an Employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
- the attendance will not affect entitlements for leave accruals and related benefits;
  - an injury sustained by the Employee whilst attending a emergency situation will not form the basis of a claim against the Employer; and
  - the return to normal work duties by the Employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the Employee.

- (f) Subject to the following, absence from normal duties as a result of approved Community Service Leave will not affect the fortnightly salary of the Employee;
- (i) Any Employee who receives payment in compensation for lost wages as a result of providing volunteer assistance in an emergency situation whilst on paid Community Service Leave, must produce to the Employer documentation showing the amount the Employee has received for compensation of loss of wages.
  - (ii) On production of the required documentation, the Employee will receive their fortnightly gross wage minus the amount received in (i) above. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the Employee had been at work.

## 29. JURY DUTY

Jury Duty is a matter provided for in the NES (Division 8 – Community Services 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.

Employees are entitled to receive payment for up to 10 days of Jury Duty. This leave and payment for such will be in accordance with the following provisions:

- (a) An Employee who has received a summons to appear for jury duty by a court that impacts on the Employee's ability to undertake their duties must advise the Employer as soon as is practicable and discuss the circumstances of summons including the impact on the Employer.
- (b) In the event that a full time or part time Employee is required to serve on a jury, that Employee will not be financially disadvantaged in terms of their wages, superannuation or accrued leave entitlements for serving as a Juror.
- (c) Any Employee who receives payment for out of pocket wages from a court for serving on a jury, must produce to the Employer documentation showing the amount the Employee has received for compensation of loss of wages whilst serving as a Juror.
- (d) On production of the required documentation, the Employee will receive their fortnightly gross wage minus the amount received by the Courts. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the Employee had been at work.
- (e) Time served on a jury will be deemed to be time served in employment with the Employer for the purpose of accruing leave entitlements.

- (f) Any taxation liability arising from the receipt of out of pocket wages from a court for serving on a jury is the sole responsibility of the Employee.

### **30. BLOOD DONORS**

- (a) Paid Absence

A full-time or part-time Employee will be entitled during paid time to donate blood on up to four occasions each calendar year.

However, wherever practicable appointments to donate blood should be made as close as possible to the beginning or the ending of the working day, with the exception of Community Care Employees who will be required to schedule appointments to donate blood around client schedules.

- (b) Notification

The Employee will notify the Employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

- (c) Proof of Attendance

When requested, the Employee must provide reasonable proof of attendance at the blood donation appointment and the duration of the appointment.

### **31. FAMILY VIOLENCE**

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore the Employer is committed to providing support to staff that experience family violence that may include the following:

- access to our Employee Assistance Provider (EAP)
- entering into flexible working arrangements; or
- accessing their entitlement to personal / carer's leave and / or annual leave.

In the event that after discussion with the CEO / HR Manager an Employee is granted access to their personal / carer's leave entitlement for dealing with issues pertaining to family violence the evidence requirements outlined in Clause 26 (3) and Clause 26 (4) will not apply.

In the event that an Employee has exhausted their leave entitlements, they will be granted access to an additional 5 (five) days of 'emergency leave' for dealing with issues pertaining to family violence.

### **32. LONG SERVICE LEAVE**

An Employee who has completed at least ten (10) years of continuous employment is entitled to a period of long service leave in accordance with the *Long Service Leave Act 1976*.

### 33. ON-CALL RECALL

#### (a) On Call Allowance

##### (i) Ordinary Rates

An Employee required to be on call (i.e.) available to be recalled for duty or available for 'telephone duty' shall be paid an allowance of \$21.50 in respect of any specified 24 hour period or part thereof during which the Employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

##### (ii) Weekend

The allowance shall be \$42.90 in respect of any other 24 hour period or part thereof.

#### (b) Recall

In addition to the on call allowance an Employee recalled to duty shall be paid for a minimum of two hour's work inclusive of reasonable travelling time for each recall at the applicable overtime rates. In respect of a recall in excess of two hour's work the Employee shall be paid for each hour in which work is performed whether or not the full hour is worked, at the applicable overtime rates.

**PROVIDED** that time reasonably spent travelling to and from work shall be regarded as time worked.

#### (c) Telephone Duty

In addition to the on call allowance, an Employee who performs telephone duties shall be paid for a minimum of one hour's work for disturbance, whether as single disturbance of a maximum of one hour or two disturbances of a maximum of 30 minutes, whether or not the full hour is worked, at the applicable overtime rates.

In respect of subsequent disturbances, the Employee shall be paid for each 30 minute period in which duties are performed whether or not the full period is worked, at the applicable overtime rates.

### 34. UNIFORM

- (a) Employees will be provided, free of cost by the Employer, sufficient, suitable and serviceable uniforms.

- (b) An Employee, on leaving employment, will return any uniform provided by the Employer which is still in use by the Employee immediately prior to leaving employment.

**35. HIGHER DUTIES ALLOWANCE**

- (1) An Employee who is directed to perform the duties and responsibilities of a higher classified position for a continuous period of 1 working day or longer, shall be paid the appropriate rates of pay for the higher classified position for the entire period.
- (2) An Employee, who is directed to perform part duties and have part responsibilities of a higher classified position, for a continuous period of 1 working day or longer, shall be paid the appropriate rates of pay for the higher position or a classification level relevant to the duties.
- (3) If an Employee is directed to perform part duties and have part responsibilities of another position and also fulfil their own duties, the Employee shall be entitled to be paid at the appropriate rate of pay immediately above their own in the classification structure.

**36. MOTOR VEHICLE ALLOWANCE**

- (a) An Employee working under this agreement who is required to use his/her own motor vehicle in the course of work shall be reimbursed at the rate of \$0.78 cents per kilometre.
  - (ii) All travel between clients, and travel associated with the servicing of a client shall be deemed to be travel authorised by the Employer.
  - (i) All travel between clients will be paid at the applicable rate of the motor vehicle allowance in (a) above. Travel from the Employee's home to the first scheduled client and from the last scheduled client to the Employee's home will not be paid.
  - (iv) Employees will be paid for actual time worked which will include time taken to travel between clients but will not include time taken for travel to and from home to the first and last client.
  - (v) Where an Employee is required to attend the office of the Employer before travelling to the first client then the distance travelled from the office to the first client will be paid at the above rates.

Employees will be required to travel between the clients in the order set out by the Employer and that this order can only be changed after there has been consultation between the Employer and the Employee. This agreement will be documented by the Employer.



**37. MEAL BREAKS AND MEAL ALLOWANCE****(a) Meal Break**

An Employee shall not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes. By mutual agreement alternative arrangements may apply. Such meal interval shall not be counted as time worked, and the Employee shall be free of all duty during such interval.

**(b) Meal Allowance**

An Employee who works five hours (or more) ordinary time and is required to work more than one and a half hours after his/her ordinary finishing time, shall be provided with a suitable meal or be paid an allowance.

**(c) Rate of allowance shall be \$15.40.****38. CHARGES FOR MEALS PROVIDED BY EMPLOYER**

The maximum amount that shall be charged or deducted where Employees receive a meal from their Employer shall be:

**(a) Lunch or evening meal –**

**(i) Single hot or cold main course \$4.00**

**(ii) Other course (i.e soup, sweet) \$2.00**

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

**39. REST PERIODS**

An Employee shall not be required to work for a period of more than 3 hours without being given a rest period of 10 minutes which shall count as time worked. By mutual agreement alternative arrangement may apply.

**40. TRAVEL MEAL EXPENSES**

Expenses incurred for meals will be agreed prior to the approved travel event and the Employee given a cash advance prior to travelling or reimbursed on return. In both instances actual expenses must be supported by receipts for the cost in question.

**41. INCREASES TO ALLOWANCES**

All allowances in this Agreement will be increased as follows:

- 3% increase in the first full pay period on or after 14 August 2014
- 3% increase in the first full pay period on or after 14 August 2015
- 3% increase in the first full pay period on or after 14 August 2016

## **42 PROFESSIONAL DEVELOPMENT**

### **(1) Conference / Seminar Leave**

- (i) All staff shall be eligible for a minimum of five (5) days paid leave per annum to attend Conferences, Seminars or Short courses for the purpose of professional development. Part time staff shall receive this leave on a pro-rata basis.
- (ii) The Employer will provide professional development opportunities to all staff to enhance their professional skills.
- (iii) The Employer will meet all reasonable costs associated with approved professional development and training.
- (iv) When an Employee is released for professional development leave that position will be backfilled unless it can be clearly demonstrated that back fill is not required.
- (v) Employees undertaking approved tertiary study courses may apply, in writing, for sponsorship and / or funding assistance. The Employee must provide to the Employer, a copy of all relevant information pertaining to the course such as the course outline, text book list, exam timetable etc.
- (vi) There shall be a maximum of two (2) staff members from the one area off at any one time unless previously negotiated with the Employer.
- (vii) There is no entitlement to professional development leave for Employees employed for less than six (6) months.
- (viii) The rate of pay for professional development leave will be at ordinary rates of pay and excludes shift or weekend allowances and penalties, overtime penalties or annual leave loading.
- (ix) Where an Employee attends professional development and the location and / or duration of the course means the Employee is unable to return to complete their rostered shift, payment will be for the length of the rostered shift at ordinary rates.
- (x) An Employee who has to travel for professional development will be paid travelling time at the Employee's ordinary hourly rate for all time reasonably spent by the Employee reaching and/or returning from the course or training which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's normal starting point.

## **43. Health and Wellbeing**

Hobart District Nursing Service Inc. is committed to encouraging healthier lifestyle choices for all of our Employees through the provision of

- (a) a consultative mechanism at which Employees can discuss relevant issues and raise concerns
- (b) a variety of health and wellbeing focused programs and initiatives.

#### 44. REDUNDANCY

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

- (b) Commitment to consult

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.

Where the Employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of Employee's income, the Employer agrees to immediately notify the union and to commence a process of ongoing consultation with the union.

- (c) Redeployment and Retraining

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

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

- (d) Notice of Redundancy

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

The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of Employee's income is four weeks.

The required notice period will be increased by one (1) week if the Employee is over 45 years of age at the time of termination.

(e) Redundancy

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

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

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

(f) Redundancy Package

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

- (1) Four (4) weeks pay in lieu of notice
- (2) Two (2) weeks pay for each year of service or part thereof up to a maximum of 20 weeks for 10 or more years of service;
- (3) Full payment of all accrued annual leave entitlements including leave loading.
- (4) Payment of pro rata long service leave after seven (7) years of continuous service.

- (ii) Where an Employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Agreement) which causes a loss of income the Employer will pay a partial redundancy to such Employees as are adversely affected as follows:

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

- (iii) A weeks pay shall mean:

- (1) the hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
- (2) any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
- (3) loading (where applicable); and
- (4) any all purpose work related allowances

- (g) Time off to seek other Employment

- (i) All Employees who are made redundant shall be given assistance by the Employer in seeking suitable alternative employment. Such Employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.
- (ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

- (h) Financial Counselling

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

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

#### 45. UNION DELEGATES RIGHTS

Each union that is a party to this Agreement shall be granted up to ten days leave with pay for each calendar year, non-cumulative, for the elected workplace representative or delegate, with approval of the Union and upon application in writing, to:

- represent members in bargaining;
  - represent the interests of members to the Employer and industrial tribunals;
  - consult with union members and other Employees for whom the delegate is a bargaining representative;
  - participate in the operation of the Union;
  - attend union education;
  - address new Employees about the benefits of union membership at the time that they enter employment;
  - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
  - attend union annual Delegates Conference
- (c) The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.
- (d) The granting of leave pursuant to this clause 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.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (f) The Employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an Employee means the classification rate, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.
- (h) The Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.
- (i) The 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.
- (j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute resolution procedures of the agreement.

SIGNATORIES

NAME: Kim Macgowan

pp. Fiona Onslow.

SIGNATURE:



POSITION: Chief Executive  
Officer

On behalf of Hobart District Nursing  
Service Inc.

WITNESS:

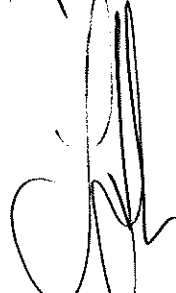


DATE:

6/10/14.

NAME: Tim Jacobson

SIGNATURE:



POSITION: State Secretary

On behalf of the Health Services Union,  
Tasmania No. 1 Branch

WITNESS:




DATE:

10/10/14

NAME: Neroli Ellis

SIGNATURE:



POSITION: State Secretary

On behalf of the Australian Nursing and  
Midwifery Federation

## Schedule A – Wage Rates

	3% from FFPP on or after 14.08.14	3% from FFPP on or after 14.08.15	3% from FFPP on or after 14.08.16
<b>Administration Stream</b>			
Level 1 Year 1	19.78	20.38	20.99
Level 1 Year 2	20.47	21.09	21.72
Level 2 Year 1	21.23	21.87	22.52
Level 2 Year 2	21.90	22.56	23.24
Level 3 Year 1	22.59	23.27	23.97
Level 3 Year 2	23.22	23.92	24.64
Level 3 Year 3	24.45	25.19	25.94
Level 4 Year 1	27.07	27.89	28.72
Level 4 Year 2	27.78	28.61	29.47
Level 4 Year 3	28.48	29.34	30.22
Level 5 Year 1	28.55	29.40	30.28
Level 5 Year 2	29.30	30.18	31.08
Level 5 Year 3	30.04	30.94	31.87
Level 6 Year 1	30.61	31.53	32.47
Level 6 Year 2	31.40	32.34	33.31
Level 6 Year 3	32.20	33.16	34.16
Level 7 Year 1	33.51	34.52	35.55
Level 7 Year 2	34.39	35.42	36.48
Level 7 Year 3	35.26	36.32	37.41
Level 8 Year 1	35.87	36.94	38.05
<b>Service Employee Stream</b>			
Level 1	18.47	19.02	19.60
Level 2	19.23	19.81	20.40
Level 3	19.99	20.59	21.21
Level 4	20.23	20.83	21.46
Level 5	20.91	21.54	22.18
Level 6	22.04	22.70	23.38
Level 7	22.43	23.11	23.80
Level 8	23.19	23.89	24.61
<b>Health Professionals Stream</b>			
Level 1 Year 1	21.22	21.85	22.51
Level 1 Year 2	22.04	22.70	23.38
Level 1 Year 3	23.01	23.70	24.41
Level 1 Year 4	23.80	24.51	25.24
Level 1 Year 5	25.93	26.71	27.51
Level 1 Year 6	26.85	27.66	28.49
Level 2 Year 1	27.00	27.81	28.65
Level 2 Year 2	27.98	28.82	29.68
Level 2 Year 3	29.05	29.92	30.82
Level 2 Year 4	30.20	31.11	32.04
Level 3 Year 1	31.51	32.46	33.43
Level 3 Year 2	32.42	33.40	34.40
Level 3 Year 3	33.10	34.09	35.11
Level 3 Year 4	34.56	35.60	36.67



Level 3 Year 5	35.84	36.92	38.02
Level 4 Year 1	38.16	39.30	40.48
Level 4 Year 2	40.72	41.94	43.20
Level 4 Year 3	44.28	45.61	46.98
Level 4 Year 4	48.89	50.35	51.86
<b>Support Workers Stream</b>			
Level 1	20.56	21.18	21.81
Level 2	21.92	22.58	23.25
Level 3	23.35	24.05	24.77
<b>Tasman Support Workers Parity Rates</b>			
Level 1	19.97	21.18	21.81
Level 2	20.97	22.58	23.25
Level 3	22.91	24.05	24.77
<b>Tasman ECA Parity Rates</b>			
	21.74	24.05	24.77

	As as FFPP on or after 14.08.14	3% from FFPP on or after 14.08.15	3% from FFPP on or after 14.08.16
<b>On-Call</b>			
Mon-Fri	21.50	22.15	22.82
Sat-Sun	42.90	44.19	45.52
<b>Meal Allowance</b>			
	15.40	15.87	16.35
<b>Meals Provided by Employer</b>			
Single hot or cold main course	4.00	4.12	4.24
Other course (soup or sweet)	2.00	2.06	2.12

## Schedule B – Classification Definitions

### Definitions:

**'Action'** means the smallest component of work.

**'Activity'** means a group of related tasks which may well constitute a significant part of a function.

**'Assist'** means to help, to give support to, to lend aid.

**'Complex'** means work wherein the predominant feature is the consideration of the impact of the interactive elements as they relate to the total job rather than focusing on any segment in isolation.

**'Contribute'** means to help bring about, supply.

**'Control'** means to exercise directing, guiding or restraining power over, to check or regulate, to keep within limits.

**'Co-ordinate'** means to bring into such relation that all things co-ordinated take part in a common action to integrate.

**'Critical'** means an indication that a component, issue or decision is fundamental or crucial to subsequent actions, consideration and decisions.

### Direction:

**'Close direction'** means Employees receive precise or specific instruction on job requirements, methods to be adopted and unusual or difficult features, and is task oriented.

**'General direction'** means Employees receive general instructions covering broad aspects of the work. Detailed instruction is limited to complex or unusual features, and is outcome oriented. Discretion in choice of methods is expected.

**'Limited direction'** means Employees receive limited instructions which clearly state work processes and procedures. Employees are able to achieve the objective by conforming to instructions but with minimal guidance. Detailed instruction is only in respect of complex or unusual situations.

**'Broad direction'** means Employees normally receive instructions in the form of broadly stated objectives or policies.

**'Discipline'** means an identified occupation; field of specialisation; defined body of professional knowledge, skills and expertise.

**'Element'** means a component, part of.

**'Elementary'** means rudiments of first principles, in the first stages, slight.

**'Establish'** means to set up, to institute, to place on a firm basis.

**'Exercise'** means to bring to bear or employ actively (as in exercising authority or influence).

### Experience: (including paid and volunteer work):

**'Experienced'** means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.

**'Considerable experience'** means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, or complex features of the work.

**'Extensive experience'** means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

**'Extensive'** means large, far reaching, comprehensive.

**'Facilitate'** means to make easy or less difficult (usually by doing something to advance the accomplishment of an act); to provide the environment or circumstances to allow the accomplishment of an act.

**'Formulate'** means to develop, to devise a statement of policy or procedures, to put in a systematised statement, as in statement of procedure.

**'Function'** means a collection of activities which may constitute the whole or part of a work area.

**'Implement'** means to carry out, to perform acts essential to the execution of a plan or programme, to give effect to.

**'Initiate'** means to originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.

**'Innovative'** relates to the extent to which there is a requirement to vary from or make change to accepted processes and systems.

**'Instruction'** means to impart to another, directions given.

**'Interpret'** means to clarify or explain, translate.

**'Judgement'** means an application of an amalgam of knowledge and experience to derive appropriate decision.

#### **Knowledge:**

**'Knowledge'** means an understanding of techniques, principles, procedures and practices gained through either study of the relevant theory or discipline or through experience gained over time.

**'Developing knowledge'** means a learning process which will lead to knowledge.

**'Working knowledge'** means sufficient to perform function.

**'Sound knowledge'** means well founded, reliable.

**'Comprehensive knowledge'** means embracing a wide range.

**'Detailed knowledge'** means complete.

**'Specialised knowledge'** means knowledge of principles and techniques applicable to a particular discipline. It is obtained during the acquisition of professional/specialised qualifications and/or relevant experience.

**'Limited complexity'** means work which involves the application of established principles, practices and procedures. Generally, actions and responses can be readily identified and repeated from previous experience.

**'Maintain'** means to keep possession of, to hold or keep in any condition, to keep up to day or current, as to maintain records.

**'Major'** means greater, more important.

**'Manage'** means to control, to exercise control or domination over, bring under influence, conduct/direct the working of, responsible for direction, quality, outcome, operation of.

**'Management'** means the technique or practice of managing or controlling.

**'Manager'** means an Employee who is required to have sound knowledge of the relevant principles, practices and procedures applicable to a specialised field of work or discipline. Managers are responsible for the achievement of particular objectives or completion of a project. This responsibility includes accountability for material, human and financial resources allocated to that objective or project.

**'Minor'** means smaller, subordinate.

**'Moderately complex'** means to a lower degree than complex, less extensive.

**'Monitor'** means check on a regular basis.

**'Negotiate'** means to confer with others with a view to reaching agreement.

**'Normal specialised work'** means ongoing specialised/professional duties performed in accordance with conventional established professional practice, methods and standards, but excludes complex specialised work.

**'Novel'** means extension and application of theoretical principles beyond the normally accepted environment, i.e. creative research or the introduction of new methodology.

**'Novel work'** means work requiring a degree of creativity, originality, ingenuity and initiative.

**'Objective'** means goal, purpose, end.

**'Operational'** means in working order and ready to use.

**'Operational Responsibility'** means answerable for the day to day running.

**'Oversight/Oversee'** means to look after, guide the work of others, to allocate work without quality/quantity control.

**'Perform'** means to carry out, to execute some action, to carry out to the finish, to accomplish.

**'Practice'** means habitual action, method.

**'Process'** means course of action, method of operation, to subject to some special treatment, to handle in accordance with a prescribed procedures, as in processing work or requisition.

**'Professional'** means requires in its application levels of theoretical knowledge which has been attained only through study of a discipline at post secondary level.

**'Professional judgement'** means the application of specialised/professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

**'Professional/specialist'** means an Employee who has an in depth knowledge of and is acknowledged as an authority by senior management and peers in a field of work, specialised discipline or range of disciplines. An original and continuing contribution to the field(s) or discipline(s) is an essential element of this role.

**'Programme'** means a discrete range of functions involved in the delivery of a specific service or related services to clients or the community generally.

**'Project'** means a proposal, scheme or design, detailed study of a particular subject.

**'Provide'** means to supply for use, to furnish, to take precautionary measures in view of possible need.

**'Regulatory'** means to control, to rule.

**'Responsible'** means liable to be called to account, answerable, accountable for actions.

**'Review'** means to rework in order to correct or improve, to make a new, improved or up to date version of.

**'Routine'** means regular course of procedure, unvarying performance of certain acts, performed by rule.

**'Service'** means part of an organisation, may be single or multi-programme.

**'Significant'** means noteworthy, of considerable amount of effect or importance.

**'Sound discipline/knowledge'** means extensive, reliable, substantial.

**'Specialised/professional practitioner'** means an Employee who operates as an individual, team member or team leader. Specialised practitioners carry out a broad range of activities or functions using relevant practices and procedures within a comprehensive field of work or specialised/professional discipline. This role can provide advice to others or aspects of the field can provide advice to others on aspects of the field or discipline and can be expected to apply that in an original and innovative manner to activities of the work area. This role may include the supervision of other specialised/professional staff and staff from other fields of work.

**'Substantial'** means to provide ample quantity, ample or considerable amount.

#### **Supervision:**

**'Regular supervision'** means work is subject to progress checking.

**'General supervision'** means work is subject to final checking and to progress checking, only in respect of very complex or unusual situations as required by the Employer.

**'Immediate Supervision'** means the supervising Employee is normally immediately available at the workplace during the Employee's working hours.

**'General supervision'** as a management function, refers to the supervision given to other staff. It consists of the allocation and direction, oversight and co-ordination of the work of subordinate staff.

**'Professional supervision'** means a quality control function and refers to supervision which requires the exercise of specialised/professional judgement.

**'General professional guidance'** means direction and guidance given on a range of professional assignments. An Employee has discretion in selecting the most appropriate method of completing these, and conformity with directions is measured by satisfactory completion of allocated specialised assignments.

**'Support'** means to uphold, to contribute to the success of, to form a secondary part, subordinate.

**'Technical Oversight'** means to look at, look after the technical aspect of an activity/function.

**'Task'** means a unit of work (group of actions) forming a consistent or significant part of an activity.

**'Utilise'** means to make use of.

**'Very Complex'** means the application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in depth knowledge of the operation. Generally responses require a high level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

**'Volunteer'** means a person who by choice freely provides services to an organisation without the expectation of payment for services or intention to create legally enforceable obligations.

**'Volunteer work'** freely chosen by the volunteer, must not be a condition of paid work, may involve reimbursement of out-of-pocket expenses but not any other consideration.

**'Work area'** means the area in which the Employee works, be it a function, section, department or whole organisation.

## **Schedule C - Classification Descriptors – Administration and Clerical Stream**

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### **Level 1**

#### **Qualifications, Training and Experience**

Appropriate, relevant experience; or

Attainment through previous, relevant experience, an equivalent level of skills to undertake the range of activities required.

May be required to undertake on the job training.

#### **Characteristics of the Level**

General features of this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practises and procedures. Assistance will be readily available. Employees may be responsible for a minor function and / or may contribute specific skills to the work of the organisation. In addition, employees may assist higher classified employees with specific projects.

Employees will be responsible for managing time, planning and organising their own work.

Positions at this level will involve the employee in extensive on the job training including familiarisation with foals and objectives of the workplace.

#### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Skills in oral and written communication with clients and other members of the public;
- Demonstrated ability to communicate with, and relate effective to, clients;
- Working knowledge of established work practises, procedures and policies relevant to the workplace / work area;
- Developing knowledge of statutory requirements relevant to the workplace;
- Understanding of basic computing concepts.

#### **Indicative Tasks and Functions**

- Performs a range of tasks / activities and achieves outcomes / results which are clearly defined and attainable.
- Provision of routine information and internal referral.
- Maintain basic information systems including client / service records.

#### **Responsibility**

An employee at this level:

- Works under close direction, receiving specific instructions on requirements and methods; director is task and outcome orientated;
- Works under regular immediate supervision, work in progress may be subject to checking and outcomes are closely monitored;
- Exercises limited initiative / judgement within established practises, procedures and / or guidelines. Problem solving and freedom to act is limited by established practises, procedures and / or guidelines.
- Assistance from higher classified employees is readily available when problems exceed defined limits.

### **Level 2**

### **Qualifications, Training and Experience**

Attainment through previous relevant experience, service and / or study of an equivalent level of skills to undertake the range of activities required;

May be required to undertake relevant on-the-job training

### **Characteristics of the Level**

General features of this level include performing a range of activities using knowledge, judgement and work organisation skills acquired through qualifications and / or previous work experience. Assistance is available from higher classified employees. Employees may receive instruction on the broader or more complex aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope to exercise initiative within procedures, methods and guidelines and to oversee and guide lower classified employees. Employees with supervisory responsibilities may undertake some moderately complex operation work and may undertake planning and coordination of activities within a workplace. Such employees will commence on the second grade.

Employees will be responsible for managing and planning their own work and that of lower classified employees.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Sound knowledge of work activities performed within the workplace;
- Sound knowledge of procedural / operational methods of the workplace;
- Working knowledge of statutory requirements relevant to the workplace;
- Ability to apply computing concepts.

### **Indicative Tasks and Functions**

- Performing a range of activities in a defined area and / or is responsible for a collection of activities within the workplace;
- Provides client support services, including provision of basic information and (external) referral services on an individual, group or community basis;
- Assists or participates in activities which require the adaptation / interpretation of practises, procedures or guidelines, under the guidance of higher classified employees.

### **Responsibility**

An employee at this level:

- Works under general direction in the application of well established practises, procedures and / or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;
- Works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks / situations;
- Exercises initiative / judgement and has freedom to act within established practises, procedures and / or guidelines;
- Works under the immediate supervision of a higher classified employee and assistance is available when problems occur.

**PROVIDED** that an employee at this level may be required to remain on the premises of a residential service overnight, without an immediate supervisor present, in either a shiftwork or sleepover capacity. During this period the employee shall work within established guidelines, practises and procedures.



Advice and assistance would be readily available from senior employees. In such circumstances an employee would not be expected to perform duties or exercise discretion at the level of a higher classified position. In such circumstances the employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

May oversee or provide guidance to lower classified employees and / or volunteers.

### **Level 3**

#### **Qualifications, Training and Experience**

Relevant Degree (in which case commencement will be at a Grade 3)

Relevant Diploma or Associate Diploma without experience; or

Attainment through previous appointment, service and / or study an equivalent level of skills to undertake the range of activities required.

#### **Characteristics of the Level**

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills. Assistance is available from higher classified employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the substantial scope for exercising initiative and discretion in the application of established work procedures. At this level, employees may be required to supervise a limited number of lower classified employees within a single program in their day-to-day work.

Employees with supervisory responsibilities may undertake some complex operation work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work and exercising autonomy in the selection of tasks, methods and procedures.

#### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Comprehensive knowledge of activities performed within the organisation;
- Sound knowledge of policies and procedures of the organisation;
- Developing a professional or specialised knowledge;
- Working knowledge of guidelines or statutory requirements relevant to the organisation.

Employees with supervisory responsibilities should have a working knowledge of the principles of human resource management and be able to assist lower classified employees with on-the-job training.

#### **Indicative Tasks and Functions**

- Undertake responsibility for various activities in a specific area;
- Exercise responsibility for a function within the organisation;
- Provide extensive client services within a specific area;
- Undertake basic assessment and case management duties within established guidelines;
- Plan and co-ordinate client services, including training;
- Participate in the adaptation, modification and interpretation and development of practises, procedures and guidelines within a team or under the guidance of higher classified employees.
- Employees requires to perform specialised functions at this level would undertake at least some of the following:
  - Minor phase of a broad or more complex assignment;

- Provide assistance to higher classified employees;
- Perform duties of a specialised or professional nature;
- Provide a range of information services;
- Plan and coordinate elementary community based projects or programmes;
- Perform moderately complex functions, including social planning, demographic analysis, survey design and analysis.

### **Responsibility**

An employee at this level:

- Works under limited direction in the application of practises, procedures and guidelines which are well established, with instructions which clearly state work processes, procedures and policies; specific instruction and assistance is limited to unusual or complex features;
- Works under minimal general supervision from a higher classified employee or management, or work as a member of a team; decision's may be reviewed by higher classified employees or management;
- Has freedom to act and exercises considerable initiative within established practises, procedures and policies, with problems usually solved by reference to documented procedures and policies;
- May be a sole employee in a single programme area with discrete operational responsibility, provided they will not be required to exercise delegated functions related to management of the organisation.

### **Level 4**

#### **Qualifications, Training and Experience**

Relevant Degree with relevant experience; or

Relevant Diploma or Associate Diploma with considerable experience; or

Lesser formal qualifications with substantial years of relevant experience; or

Attainment through previous appointments, service and / or study, an equivalent level of skills to undertake a range of activities.

#### **Characteristics of the Level**

General features of this level require the application of knowledge and skills which are gained through qualification and / or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field and to exercise considerable discretion and initiative. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision of employees or volunteers in a single programme area. Work at this level requires a sound knowledge of programme, activity, operational policy of service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified employees and / or volunteers where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Comprehensive knowledge of statutory requirements relevant to the work;
- Comprehensive knowledge of organisation policies and activities and the role of the organisation and its services and / or functions;
- Specialists require an understanding of the underlying principles in a relevant discipline;
- The capacity to respond appropriately to client needs and manage potential conflict of interest.

### **Indicative Tasks and Functions**

- Assess, identify and respond to the needs of clients with complex and multiple needs, including appropriate referral to other services;
- Undertake activities which may require the employees to exercise judgement and / or contribute critical knowledge and skills where procedures are not clearly defined;
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- Identification of specific or desired performance outcomes;
- Contribute to interpretation and development of policies and practises in areas of work for which there are no clearly established procedures;
- Provide assistance on grant applications, including research or collection of data;
- Undertake a wide range of activities or functions associated with programme or service delivery within a single programme or a limited range of closely related programmes;
- Recruit, train and co-ordinate volunteers in a single programme;
- Participate in interagency projects, collaborate in service delivery with other agencies and participate in external forums, working parties or reference groups that may relate to development of governmental policies or service / programme standards;
- Where the primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following;
- Liaise with other specialists at a technical level;
- Discuss techniques, procedures and / or results with clients on straightforward matters;
- Lead a team within a specialised project
- Provide reference, research and / or technical information services;
- Carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
- Under limited direction, undertake tasks of a specialised, novel, complex and / or critical nature;
- Perform a range of planning functions which may require knowledge of statutory and legal requirements;
- Participate in the planning and co-ordination of a community programme of a complex nature, including development, implementation and evaluation;
- Where the position has significant coordination / management functions, the employee may be required to:
  - Perform duties without reference to a higher classified employee;
  - Coordinate a single programme service or a small local community service with a limited range of related programmes;
  - Perform duties related to the management of a local service organisation including input into budgets, strategic planning and policy development and implementation, and compliance with internal and external standards, and statutory requirements;
  - Facilitate change processes.

### **Responsibility**

An employee at this level:

- Works under broad direction, from higher classified employees (or committee or board in the case of a coordinator / manager) with instructions related to established objectives, policies and procedures;
- May work under professional supervision, operates independently with limited reporting;
- Exercises considerable initiative, discretion or professional judgement and has a high degree of responsibility for service delivery within the constraints of organisation policy;
- Participates in the development of practises, procedures and policies;
- Provides supervision within the limits of skills and experience;
- A coordinator / manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

## **Level 5**

### **Qualifications, Training and Experience**

Relevant Degree with considerable experience; or

Relevant Diploma or Associate Diploma with extensive experience; or

Qualification in more than one discipline; or

Attainment through previous appointments, service and / or study, an equivalent level of skills to undertake the range of activities required.

An employee without formal qualifications and / or training, or equivalent skills, may be required to undertake relevant study or training.

### **Characteristics of the Level**

Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals. Employees adhere to established work practises. However they may be required to exercise initiative and discretion where practises and procedures are not clearly defined; and to contribute to the development of practises and policies.

General features of this level indicate involvement in establishing organisation programmes and procedures. Positions will include a range of work functions and may involve the supervision of employees or volunteers across a range of functions or programmes for which the employee is responsible. In addition, employees at this level may be required to assist in the preparation of, or prepare, the organisation's budget. Employees at this level will be required to provide specialist advice to employees classified at a lower level.

Positions at this level demand the application of knowledge which is gained through qualifications and / or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility. Employees are required to participate effectively and make substantial contributions to the review of work practises, ongoing evaluation and reporting.

Employees are required to set priorities, plan and organise their own work and that of lower classified employees and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and employees.

Employees responsible for projects and / or functions will be required to establish, monitor and evaluate outcomes in relation to organisational goals.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level;

- Comprehensive knowledge of statutory requirements relevant to the work;
- Detailed knowledge of organisational activities, programmes, policies and of the role, structure and services of the organisation;
- Sound specialised knowledge;
- Extensive understanding of legal obligations in relation to client issues and capacity to manage potential conflicts of interest and to integrate service delivery and statutory requirements;
- Ability to apply theory based policies to develop procedures consistent with workplace and programme requirements.

#### **Indicative Tasks and Functions**

- Exercise responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- Undertake a minor phase of a broad or more complex specialised assignment;
- Assist with the preparation of, or prepare organisation or programme budgets in liaison with management;
- Set priorities and monitor workflow in the areas of responsibility;
- Provide specialist advice to employees classified at lower levels;
- Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employees without reference to a high classified employee;
- Recruit, train and coordinate volunteers in a number of programmes;
- Plan, develop, coordinate and administer the operation of a service with a range of related programmes, including financial management and reporting;
- May be required to participate in the recruitment and selection of staff;
- Collaborate with employees of own and other agencies in the development and implementation of assessment and intervention strategies and services;
- Design, develop, implement, monitor and evaluate early intervention strategies;
- Identify and respond to complex client issues and needs, which may include hostile, aggressive or involuntary clients;
- Participate (internally and with other agencies and organisation) in the development, implementation or review of protocols and inter-service agreements;
- Represent the organisation or service in consultative committees, working parties or reference groups, interagency and community sector-government negotiations; including the development of protocols, inter-service agreements, government policies and departmental strategies, and the development of industry / sector policy and standards;
- Work within a complex risk assessment framework;

Where the prime responsibility lies in specialist services, employees at this level would undertake at least some of the following:

- Under limited direction, undertake a variety of tasks of a specialised, novel, complex and / or critical nature;
- Provide reports on progress of programme activities including recommendations;
- Exercise specialised judgement;
- Carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
- Exercise a high level of interpersonal skills in dealing with the public and other organisations;
- Plan, develop, implement and / or operate a community service organisation within limits of responsibility and skills.

Where the position has significant coordination / management functions the employee may be required to:

- Contribute to the development of governmental policies and strategies;

- Facilitate change processes; and ensure compliance with internal and external standards and statutory obligations.

### **Responsibility**

An employee at this level:

- Works under broad direction from a higher classified employee or a committee or board of management with instructions in the form of broadly stated objectives and policies;
- May work under professional supervision and accountability is by way of reporting to higher classified employees or committee / board;
- Has a high degree of responsibility for effective service delivery in moderately complex programmes or for the organisation;
- Exercises considerable initiative and professional judgement in relation to development and implementation of practises, procedures and policies;
- May be involved in management functions related to the development and evaluation of work organisation, organisational goals and objectives;
- May manage a single programme service or organisation, or a service with a limited range of programmes, that may include specialist services;
- A coordinator / manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

An employee in a management position exercises a considerable level of accountability and responsibility for:

- Negotiating on behalf of the organisation within a framework determined by a board or committee or higher classified employee;
- Complex reporting requirements;
- The organisation's involvement in multi-agencies arrangements;
- The management of potential conflict of interest in relation to statutory requirements; and between clients / and or staff and / or committees;
- Service / programme performance against service agreement / contract requirements.

## **Level 6**

### **Qualifications, Training and Experience**

Relevant Degree with extensive experience; or

Post Graduate qualification; or

Relevant Diploma or Associate Diploma with extensive and comprehensive experience; or

Attained through previous appointments, service and / or study, a level of skills sufficient to perform the duties required at this level.

Employees without formal qualifications and / or training, or equivalent skills may be required to undertake relevant study or training.

### **Characteristics of the Level**

A person employed at this level shall undertake a range of functions for which operational policies, practises and guidelines may need to be developed. An employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.

General features of this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and / or the sections of the community served by

it. Employees at this level will be expected to contribute to the management of the organisation or a section thereof, assist with or prepare budgets, establish procedures and work practises.

Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and / or expert advice to other employees. Employees may be required to represent the organisation and to collaborate with other organisations and government agencies in relation to the development of high level policy and practise standards.

Positions at this level will require responsibility for decision making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace.

Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and coordination of a programme, project and / or significant work area. Employees require a good understanding of the long term goals of the organisation.

The management of employees is normally a feature of this level and employees are responsible for larger organisation, and may supervise employees or volunteers in a number of programmes or disciplines and may involve professional supervision. Work may span more than one discipline.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate employees. Employees will be required to understand and implement effective employees management and personnel practises.

Positions at this level may be identified by:

- Impact of activities undertaken or achievement of stated outcomes / objectives for the work area;
- The level of responsibility for decision making;
- The exercise of judgement;
- Delegated authority;
- The provision of expert advice.

#### **Requirements of the Job**

- Comprehensive, detailed knowledge of organisation programmes, procedures and policies, relevant work practises and the structure, functions and long term goals of the organisation;
- Comprehensive professional or specialist knowledge;
- Comprehensive knowledge of management practises and principles, where the position has significant management functions;
- High level written communication skills;
- Employees in a service delivery role are required to have highly developed specialist knowledge and skills relevant to provision of services to clients with high level, complex needs.

#### **Indicative Tasks and Functions**

- Undertake significant projects and / or functions involving the use of analytical skills.
- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisational goals.
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single, specialist or multi programme service or organisation.
- Provide advice on matters of complexity within the work areas, including developing work practises and procedures; problems; problem definition, planning and exercise of judgement.

- Provide advice on policy matters and contribute to their development;
- Negotiate on matters of significance to the organisation with other bodies and / or members of the public;
- Control and coordinate a work area or a larger organisation within budgetary and executive policy constraints;
- Exercise autonomy in establishing the operation of the work area;
- Provide a consultancy service for a range of activities and / or to a wide range of clients;
- Prepare comprehensive reports which may be required to meet external standards.

Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

- Provide support to a range of activities or programmes;
- Control and coordinate projects;
- Contribute to the development of new procedures and methodology;
- Provide expert advice / assistance relevant to the work area;
- Supervise or support other specialised employees;
- Provide consultancy services for a range of activities;
- Develop and provide specialised training programmes for professionals, students and community groups;
- Mediate and resolve complex issues in a high risk context;

#### **Responsibility**

An employee at this level

- Works under broad or professional direction from a higher classified employee or committee or board;
- Exercises a high degree of initiative and professional judgement and has significant delegated authority;
- May exercise managerial responsibility for a major single programme or a multi programme or specialist service / organisation, in relation to development, implementation and evaluation of policies, procedures and standards, strategic plans and long term objectives;
- Has a high level of responsibility arising out of statutory obligations.

A coordinator / manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

### **Level 7**

#### **Qualifications, Training and Experience**

Qualifications generally beyond those normally acquired through a degree course, and experience in the field of specialist expertise; or

Substantial post graduate experience; or

Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

Attained through previous appointments, service and / or study, a level of skills sufficient to perform the duties of the position;

An employee without formal qualifications and / or training, or equivalent skills, may be required to undertake relevant study or training.

#### **Characteristics of the Level**

A person employed as a Level 7 shall either:



- Exercise managerial responsibility for an organisation reporting to a committee or board of management; or
- Operate as a senior specialist working under direction from accountable to a higher classified employee.

General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programmes which impact on the organisations' goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical, professional and / or administrative advice on policy matters within the organisation and / or external to the organisation.

In addition, employees will be required to develop and implement techniques, work practises and procedures in all facets of the work area. Positions may involve supervision of employees or volunteers across a range of programmes, services or disciplines.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search for optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision making with the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

Positions at this level may be identified by the significant independence and critical impact of action within the constraints of the organisational policy.

#### **Requirements of the Job**

- Detailed knowledge of policy, programmes, guidelines, procedures and practises of the organisation and external bodies;
- Detailed knowledge of statutory requirements;
- Detailed knowledge of relevant aspects of the industry of community social welfare services and government policy;
- Detailed professional knowledge, including an appropriate knowledge of principles and practises of effective management and work organisation.

#### **Indicative Tasks and Functions**

- Undertake work of significant scope and complexity;
- Participate in high level forums with other organisations and government;
- Manage extensive programmes with responsibility for the standards of service delivery;
- Ensure compliance with relevant standards and statutory requirements;
- Promote and monitor the achievement of organisational objectives and corporate goals;
- Represent the organisation in forums and meetings with other organisations, peak bodies, national organisations and government;
- Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis;
- Undertake duties of an innovative, novel and / or critical nature with little or no professional direction;
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice;

- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- Manage extensive programme organisation with responsibility for service delivery at multiple worksites;
- Administer complex policy and programme matters;
- Evaluate and develop / revise methodology and techniques with the organisation and apply high level analytical skills in the attainment and satisfying of organisational objectives.

Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

- Contribute to the development of operational policy;
- Assess and review the standards of work of other professional personnel / external consultants;
- Initiate and formulate organisational programmes;
- Implement organisational objectives within corporate goals;
- Develop and recommend ongoing plans and programmes;
- Negotiate on behalf of and represent the organisation at a high level including with other organisations, peak bodies, national organisations and government;
- Significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.

#### **Responsibility**

An employee at this level:

- Works under high level direction from, and is accountable to, a board or committee of management, or a higher classified employee;
- Exercises a high degree of initiative, judgement and decision making in respect of all aspects of service organisation and management;
- Is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and the research, development, implementation and evaluation of services and the organisation as a whole.

### **Level 8**

#### **Qualifications, Training and Experience**

High level skills and or qualifications relevant to the requirements of the Level;

An employee without formal qualifications and / or training, or equivalent skills, may be required to undertake relevant study or training.

#### **Characteristics of the Level**

An employee at this level shall have broad delegation in respect of all operational matters and areas of critical impact to the organisation's key result areas.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search for optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will carry responsibility for decision making under delegation consistent with organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

#### **Indicative Organisations**

The following are indicative of organisations that may engage an employee at this level:

- Multi-programme, multi-site organisations;
- Peak bodies with significant membership and / or coverage;
- State wide organisations;
- State divisions or branches of national organisations;
- Other sectoral or industry representative bodies.

#### **Requirements of the Job**

- High level theoretical knowledge and capacity in relation to strategic management of information, quality assurance and other organisational systems;
- Highly developed consultation skills with application to a wider diversity of stakeholders, including government departments, agencies, and whole of government, other organisations, businesses and individuals; including the development, implementation and evaluation of community consultation strategies.;
- High level communication and analytical skills in relation to the development of governmental policies and strategies and industry / sector policy / standards;

#### **High level management skills in relation to:**

- Management of compliance with internal and external standards, and statutory obligations under relevant legislation for compliance with statutory requirements, including the development, implementation and evaluation of protocols for operating in specific statutory environments;
- Development, implementation and evaluation of systems for reporting to funding bodies;
- Development, implementation and evaluation of risk management and critical incident systems and strategies;
- Identify and develop a professional development for staff and board / committee members.

#### **Highly developed skills and an 'executive' level of accountability and responsibility related to:**

- Management of complex reporting requirements;
- Management of the organisation's involvement in multi-agencies arrangements;
- Management of potential conflicts of interest in relation to statutory requirements;
- Manage change processes;
- Management of service / programme performance against service agreement / contract requirements; and integrate service delivery and statutory requirements;
- Negotiate and manage service agreements;
- Negotiate contractual agreements on behalf of the organisation;
- Representation of the organisation in the media, develop media strategies and campaigns;
- Strategic organisation of campaigns and other activities related to legislative reform;
- Communication and organisational skills at a high level related to:
  - The development, implementation or review of protocols and inter-service agreements;
  - Consultative committees, working parties or reference groups;
  - High level interagency, agency-government negotiations;
  - The development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements.

#### **Indicative Tasks and Functions**

- Undertake work of significant scope and complexity and or critical nature with a high degree of autonomy and responsibility;
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice;
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, protocols and programmes, both internal and external;

- Represent the organisation or other organisations in high levels forums with other organisations and government;
- Manage extensive programme organisation with responsibility for standards of service delivery at multiple worksites;
- Oversee all aspects of an organisation's operations, including the development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements;
- Manage the development, implementation and review programmes, policies and plans; which may include risk management, critical incident and reporting systems;
- Manage the achievement of organisational objectives and corporate goals;
- Negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government;
- Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis;
- Advocate and represent the interests and view of the organisation, and / or other organisations, and / or peak bodies and / or national organisations to the government and other significant policy making bodies.

**Responsibility**

An employee at this level:

- Works with high level delegation from, and is accountable to, board or committee of management;
- Exercises a high degree of initiative, judgement and decision making in respect of all aspects of service organisation and management;
- Is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and research, development, implementation and evaluation of services and the organisation as a whole;
- Has a high level of responsibility for ensuring compliance with contractual, statutory requirements and obligations.

## **Schedule D - Classification Descriptors – Support Worker Stream**

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### **Level 1**

A new employee will commence with HDNS at this level for a period of 12 months, excluding those who qualify for Level 3.

#### **Accountability and Extent of Authority**

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

#### **Judgement and Decision Making**

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

#### **Specialist Knowledge and Skills**

An employee at this level will be limited to Home Help tasks. Indicative but not exclusive tasks include, the undertaking of semi-skilled work, including vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning commodes, banking and account payments, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

#### **Interpersonal Skills**

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

#### **Qualifications and Experience**

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

### **Level 2**

At the completion of 12 months at Level 1, an employee will move to Level 2. A position at this level is consistent with the duties of a Community Care Employee Level 1 which is limited to Home Help tasks.

### **Level 3**

#### **Accountability and Extent of Authority**

An employee at this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic and personal care / support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practises and procedures.

#### **Judgement and Decision Making**

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

#### **Specialist Knowledge and Skills**

An employee at this level will be capable of performing at least two of the following broad tasks:

- Domestic Assistance (Home Help)
- Maintenance
- Personal Care / Support

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

**Interpersonal Skills**

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

**Qualifications and Experience**

As a minimum an employee at this level will have completed a Certificate 3 in Aged Care or Home and Community Care.

## **Schedule E - Classification Descriptors – Services Employees Stream**

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### **Level 1**

A new employee with less than three months work experience in the industry and who performs basic duties will commence with HDNS at this level for a period of 12 months.

#### **Accountability and Extent of Authority**

An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of cleaning and laundry hand duties and is responsible for the quality of their work.

#### **Judgement and Decision Making**

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

#### **Interpersonal Skills**

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

#### **Qualifications and Experience**

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

### **Level 2**

At the completion of 12 months at Level 1, an employee will move to Level 2. A position at this level is consistent with the duties of a Cleaner or Laundry Employee

### **Level 3**

#### **Accountability and Extent of Authority**

An employee at this is responsible for work performed with a medium level of accountability or discretion and is capable of prioritising work within established routines, methods and procedures.

#### **Judgement and Decision Making**

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

#### **Interpersonal Skills**

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

#### **Qualifications and Experience**

An employee at this level will have completed specific on-the-job training and/or relevant skills training or experience

### **Level 4**

#### **Accountability and Extent of Authority**

An employee at this is responsible for work performed with a medium level of accountability or discretion and is capable of prioritising work within established routines, methods and procedures.

**Judgement and Decision Making**

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

**Interpersonal Skills**

Positions at this level will require sound communication and interpersonal skills and with clients, members of the public and other employees.

**Qualifications and Experience**

An employee at this level requires specific on-the-job training and may require formal qualifications and/or relevant skills training or experience at Certificate III level

**Level 5**

**Accountability and Extent of Authority**

An employee at this level is responsible for work performed with a substantial level of accountability and is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures.

**Judgement and Decision Making**

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

**Interpersonal Skills**

Positions at this level will require sound communication and interpersonal skills and with clients, members of the public and other employees.

**Qualifications and Experience**

An employee at this level will require substantial on-the-job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience. Employees at this level may require basic computer knowledge or be required to use a computer on a regular basis

**Level 6**

**Accountability and Extent of Authority**

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 and is responsible for work performed with a substantial level of accountability and responsibility

**Judgement and Decision Making**

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

**Interpersonal Skills**

Positions at this level will require sound communication and interpersonal skills and with clients, members of the public and other employees.

**Qualifications and Experience**



An employee at this level may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience. Employees at this level will require basic computer knowledge or be required to use a computer on a regular basis

## **Level 7**

### **Accountability and Extent of Authority**

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 and is responsible for work performed with a substantial level of accountability and responsibility. An employee at this level may supervise the work of others, including work allocation and rostering.

### **Judgement and Decision Making**

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

### **Interpersonal Skills**

Positions at this level will require sound communication and interpersonal skills and with clients, members of the public and other employees.

### **Qualifications and Experience**

An employee at this level may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience. Employees at this level will require basic computer knowledge or be required to use a computer on a regular basis

## **Level 8**

Employees at this level will be expected to contribute knowledge in establishing procedures in the appropriate work-related field and to exercise considerable discretion and initiative. Work at this level requires a sound knowledge of programme, activity, operational policy of service aspects of the work performed within a function or a number of work areas.

Employees are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision in terms of scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance and work related matters. Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified employees and / or volunteers where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

The possession of one of the following may be appropriate but not essential:

- Relevant Diploma or Associate Diploma with considerable experience; or
- Lesser formal qualifications with substantial years of relevant experience; or

- Attainment through previous appointments, service and / or study, an equivalent level of skills to undertake a range of activities.

**Responsibility**

An employee at this level:

- Works under broad direction, from higher classified employees with instructions related to established objectives, policies and procedures;
- Operates independently with limited reporting;
- Exercises considerable initiative, discretion or professional judgement and has a high degree of responsibility for service delivery within the constraints of organisation policy;
- Participates in the development of practises, procedures and policies;
- Provides supervision within the limits of skills and experience;

## **Schedule F - Classification Descriptors – Health Professionals Stream**

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A list of common health professionals which are covered by the definitions is contained in Schedule G—List of Common Health Professionals.

### **Level 1**

A new employee or graduate with less than three months work experience in the industry and who performs basic duties will commence with HDNS at this level.

### **Level 2**

An employee at this level works independently and is required to exercise independent judgment on routine matters. On occasion they may require professional supervision from more senior members of the profession. At this level the employee may be actively involved in quality improvement activities or research.

The employee will regularly contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their field and may be required to contribute to the supervision of discipline specific students.

An employee at this level may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience. Employees at this level will require basic computer knowledge or be required to use a computer on a regular basis

An employee at this level will require one of the following:

- Relevant Degree with extensive experience; or
- Post Graduate qualification; or
- Attained through previous appointments, service and / or study, a level of skills sufficient to perform the duties required at this level.

### **Level 3**

An employee at this level will be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their field. At this level employees will have additional responsibilities.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their clients and communities;
- is actively involved in and has a proven track record of improving health outcomes for clients and communities;
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

An employee at this level will require one of the following:

- Relevant Degree with extensive experience; or
- Post Graduate qualification; or
- Attained through previous appointments, service and / or study, a level of skills sufficient to perform the duties required at this level.

#### **Level 4**

An employee at this level will be able to apply a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their field.

In addition to the requirements of a Level 3 position, an employee at this level:

- has a proven record of achievement at a senior level;
- has the capacity to allocate resources, set priorities and ensure budgets are met;
- supervises staff where required;

An employee at this level will require one of the following:

- Relevant Degree with extensive experience; or
- Post Graduate qualification; or
- Attained through previous appointments, service and / or study, a level of skills sufficient to perform the duties required at this level.

#### **Schedule G - Classification Descriptors – List of Common Health Professionals**

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- Chiropractor
- Client Advisor/Rehabilitation Consultant
- Community Development Worker
- Counsellor
- Dietician
- Diversional Therapist
- Exercise Physiologist
- Occupational Therapist
- Osteopath
- Pastoral Carer
- Physiotherapist
- Podiatrist
- Psychologist
- Recreation Therapist
- Social Worker
- Welfare Worker
- Youth Worker

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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

20 October 2014

Fair Work Commission  
Deputy President Gostencnik  
11 Exhibition Street  
**MELBOURNE VIC 3000**

Dear Commissioner,

**Undertaking redundancy provisions of the Non-Nursing Agreement matter AG2014/7839**

The Hobart District Nursing Service Inc provides the following undertaking:

The Hobart District Nursing Service Inc will apply as a minimum, the redundancy National Employment Standards entitlement contained in s. 119 of the Fair Work Act 2009, to persons made redundant with less than 4 years continuous service covered by the proposed Non-Nursing Agreement matter number AG2014/7839.

We have advised both the ANMF and HACSU of the undertaking as they were both bargaining representatives for the Agreement.

Yours sincerely,



Kim Macgowan

**CE – Hobart District Nursing Service Inc**