



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Ann's Homes Inc.
(AG2012/11463)

ST. ANN'S HOMES INC. AGREEMENT 2012

Aged care industry

COMMISSIONER GOOLEY

MELBOURNE, 18 DECEMBER 2012

Application for approval of the St. Ann's Homes Inc. Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *St. Ann's Homes Inc. Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Ann's Homes Inc. The agreement is a single enterprise agreement.

[2] 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.

[3] 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.

[4] The Australian Nursing Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Health Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 17 December 2012 and, in accordance with s.54, will operate from 24 December 2012. The nominal expiry date of the Agreement is 31 July 2015.



COMMISSIONER

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ANNEXURE A

30 November 2012

Commission Anne Gooley
Fair Work Australia
GPO Box 1194
MELBOURNE VIV 3001

By email: gooley.c@fwa.gov.au

Dear Commissioner,

RE: MATTER NO. AG 2012/11436 ST. ANN'S HOMES INC ENTERPRISE AGREEMENT 2012

We refer to your email of 11 October 2012 and discussions during the conference on 26 October 2012 via video link, in response to the Agreement. St. Ann's will make the undertakings you consider necessary to approve the Agreement. The Undertakings (set out below) are made in accordance with Section 190 of the Act, and will continue whilst the proposed Agreement is in operation.

St Ann's responses to each of the matters you raise have been considered in consultation with the ANF and HACSU and the undertakings are supported by all parties.

Undertakings

- (a) Including the NES definition of "immediate family" and ancillary definitions to the agreement.

"Immediate family" of a national system employee means:

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"spouse" includes a former spouse

"de facto partner" of a national system employee:

(a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

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

- (b) Not to apply clause 27.4 (b) and confirming the parties intent to

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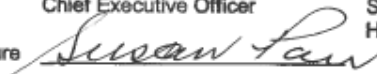
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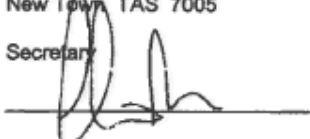
not count any public holiday as part of annual leave.


(c) Not to apply clause 31.5 which dealt with the pre-payment of leave for part-time employees.

(d) To include a subclause (iv) to clause 34(b) Overtime:

(iv) *For a part-time employee, all time worked in excess of their rostered hours on any one day, unless an agreement has been entered into as described at Clause 31.3(b) and (c). Such an agreement will not affect payment of overtime as described at subclauses (i)-(iii) of this Clause.*

	Signatory	Witnessed by
Name	Susan Parr	Beth Frazer
Address	142 Davey Street Hobart TAS 7000	29 Tecoma Rd Ascot Vale
Title	Chief Executive Officer	Signed for and on behalf of the ST. ANN'S HOMES INC. PTY LTD
Signature		

	Signatory	Witnessed by
Name	Chris Brown	James Edgington
Address	11 Clare Street New Town TAS 7005	11 CLARE ST NEW TOWN TAS 7005
Title	Secretary	Signed for and on behalf of the HEALTH SERVICES UNION
Signature		

	Signatory	Witnessed by
Name	Neroli Ellis	Agnes Stanislaus Large
Address	182 Macquarie Street Hobart TAS 7000	47 PITCAIRN STREET GLENORCHIE TAS 7010
Title	Secretary	Signed for and on behalf of the AUSTRALIAN NURSING FEDERATION TASMANIAN BRANCH
Signature		

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.

ST. ANN'S HOMES INC

ENTERPRISE AGREEMENT 2012

Ballot Version

11 September 2012

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1 TITLE

This Agreement shall be referred to as the *St. Ann's Homes Inc. Agreement 2012* ('the Agreement').

2 SCOPE OF AGREEMENT

This agreement shall apply to St. Ann's Homes Inc. in respect of the employment of Employees who are employed by the Employer and are engaged in work in the classifications contained within this Agreement at Davey Street and Old Beach Facility and Outreach (the '**Employees**'), but expressly excludes employees working at Toosey Aged and Community Care at Longford Tasmania.

3 AGREEMENT PARTIES

The parties to this agreement are as follows:

- (a) St. Ann's Homes Inc. ('the **Employer**'),
- (b) The Health Services Union, Tasmania No.1 Branch;
- (c) Australian Nursing Federation (ANF) Tasmanian Branch; and
- (d) Employees.

4 DATE AND PERIOD OF OPERATION

- (a) This Agreement will be operational on the seventh day after approval by Fair Work Australia.
- (b) The Agreement shall expire on 31 July 2015, unless otherwise terminated or varied beforehand 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) Notwithstanding the above, the Employer undertakes to commence payment of the first wage increase and any accruing penalty rates, allowances and entitlements due under this Agreement from the first full pay period following 1 July 2012.

5 DEFINITIONS

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

the meaning indicated:

AHPRA means the Australian Health Practitioners Regulation Agency (AHPRA);

Award means the relevant award for the classification of staff employed under this agreement: *Aged Care Award 2010* for Non-Nursing or General Staff, the *Nurses Award 2010* for Nursing Staff and the *Social, Community, Home Care and Disability Services Award* for Outreach Staff;

Casual Employee means a person engaged as such on an hourly basis, other than as a part-time, full time or fixed term Employee, to work up to and including 38 hours per week. The work pattern will be irregular and unpredictable;

Clinical Employee means an Enrolled Nurse or Registered Nurse;

Day worker means an Employee whose weekly ordinary hours of work are performed between the period 6.00 a.m. and 6.00 p.m. on the days Monday to Friday inclusive;

Immediate family of an Employee means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;

Member of Employee's household in respect of an Employee means any person or persons who usually resides with the Employee;

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

NES means National Employment Standards;

Ordinary Hourly Rate means the Ordinary Hourly Rate as specified in the Wage Rates in Schedule 1. It is the rate of pay payable to the employee for his or her ordinary hours of work, but not including any of the following:

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

Outreach Employee refers to an Employee who is employed by the Employer to:

- (a) deliver care and related activities in client's homes and community settings; and/or
- (b) coordinate the allocation of care packages to clients and associated activities required in the coordination of the delivery of the care packages;

The Act means the *Fair Work Act 2009* (Commonwealth);

Year of service shall mean 1976 hours of actual service in an approved establishment, including all paid leave; and

Shift worker means an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause 23.1

6 RELATIONSHIP TO THE NES

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply and are in satisfaction of the NES.

7 SUPERSESION AND SEVERANCE PROVISIONS

- (a) This Agreement applies to the exclusion of all existing awards, federal award, transitional federal award, pre-reform federal award, 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.
- (b) It is the intention of those covered by the Agreement that the Agreement contains only permitted matters under the Act. 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.

8 WORKFORCE COMPACT

The parties to this Agreement recognise the Australian Government has foreshadowed a

Workforce Compact as part of the 'Living Longer, Living Better' aged and community care reform package announced on April 20, 2012. The parties agree to discuss implications of this Compact, if any, for this Agreement, when the details of the Compact are known.

9 DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9(a) have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- (c) The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- (d) Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- (e) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.
- (f) Union members are entitled to be represented by his/her union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The Employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

10 ACCELERATED ADVANCEMENT

A Registered Nurse who holds a university qualification which results in his/her initial registration with the appropriate nurse's registration body is to commence as a Registered Nurse Level 1 Year 2.

11 ADDITIONAL AVAILABLE HOURS

St. Ann's Homes Inc. understands that part time Employees may want to work additional hours from time to time. St. Ann's Homes Inc. where safe, practicable and reasonable, will give priority to part time staff to increase additional hours when other staff are on any form of leave.

12 BUDDY/PRECEPTOR/ORIENTATION SHIFT ALLOWANCE

- (a) Employees when directed by the Employer to act in a preceptor or buddy role to assist in the orientation of new Employees or students/trainees will be paid an allowance of \$2.00 per hour.
- (b) A level 1 or level 2 nurse or enrolled nurse who acts as a preceptor will receive a payment of \$2.00 per hour whilst acting in this role subject to the following:
 - (i) The preceptor program must be approved by a delegate of the CEO; and
 - (ii) Where the Employer requires an Employee to act as a preceptor the Employer will pay all course fees and provide time off on full pay to attend the preceptorship course.

13 CALL ARRANGEMENTS

13.1 On Call

The allowance rate for being on call shall be \$2.50 per hour with a minimum payment per day or shift of \$20 for the day or shift.

13.2 Call back

Except where otherwise specifically provided, an Employee recalled to work after leaving his/her workplace (whether notified before or after leaving the workplace) will be paid double time for each call back with a one hour minimum and rounded up to the next hour for every hour over one hour.

13.3 Remote call

An Employee who is rostered to remain on remote call (this is on duty and allowed to

leave the establishment's precincts) shall be paid \$2.50 for each hour that the Employee is required to be so available, with a minimum payment of \$20.00 per day or shift when so rostered.

13.4 Outreach Coordinator on Call

The Outreach Coordinator or Employee acting in that position will receive \$50 phone call allowance per week for receiving calls from clients out of hours.

14 CONSULTATION

14.1 Employer to notify

- (a) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

14.2 Employer to discuss change

- (a) The Employer must discuss with the Employees affected the introduction of the changes referred to in clauses 14.1(a) and 14.1(b), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or his/her representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 14.2(a) and 14.2(b).
- (c) For the purposes of such discussion, the Employer must provide in writing to the Employees all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the

Employer's interests.

15 DAYLIGHT SAVINGS

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

- (a) Employees shall be paid for actual time worked irrespective of the length of the shift.
- (b) Employees paid in accordance with clause 15(a) are not entitled to claim for the one hour lost and all time worked shall be paid at applicable penalty rates.

16 DOMESTIC VIOLENCE LEAVE AND SUPPORT

The purpose of the Domestic Violence Leave and Support clause is to provide paid leave entitlements and support for Employees experiencing domestic/family violence. St. Ann's is committed to ensuring that an Employee who is currently experiencing domestic violence is not treated adversely or unfairly in his/her employment and have access to timely and appropriate support that is responsive to his/her individual circumstances.

16.1 Definition of Domestic and Family Violence

- (a) The definition of Domestic and Family Violence is abuse and/ or violent behaviour used by one person to control and dominate another person within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse.
- (b) A domestic relationship may include an immediate family member, a partner from whom the Employee is separated (where a significant relationship can be established) and persons who live with the Employee.

16.2 Entitlement to Special Leave with Pay

- (a) An Employee who is currently experiencing domestic/family violence is entitled to access special leave with pay in order to attend medical appointments, legal proceedings and other activities related to domestic/ family violence:
 - (i) The amount of paid leave provided is at the discretion of the CEO or delegated person and will depend on individual circumstances.
 - (ii) Qualifying periods will not apply.
 - (iii) Proof of domestic/ family violence may be required.
 - (iv) Leave pursuant to this clause may be granted without an Employee's

personal leave entitlement first being exhausted.

17 ENROLLED NURSE UPGRADE TO REGISTERED NURSE

- (a) An Enrolled Nurse, who completes a period of study that qualifies him/her to seek registration with the appropriate nurses registration body shall, if they wish to continue in employment with the Employer, be transferred to a position as a registered nurse if the Employer has such a position available and if the Employee is suitable for the position.
- (b) Where such a position is available with the equivalent hours to match the Employee's hours prior to transfer the Employee will transfer at his/her current hours of work.
- (c) An Enrolled Nurse commencing as a Registered Nurse is to be paid as a Registered Nurse Level 1 year 3 Registered Nurse for his/her first year of service.

18 FIRST AID CERTIFICATES

Employees required as part of his/her employment to have a current First Aid certificate will be provided with paid time to attend this course. All other costs associated with this course would also be paid for by the Employer.

19 FLEXIBILITY CLAUSE

- (a) The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in clause 19(a)(i); and
 - (iii) the arrangement is genuinely agreed to by the Employer and 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) includes details of:
 - (A) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) 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.

20 FOUL AND NAUSEOUS LINEN

Employees of any classification will be paid \$2.00 per hour extra for any time they are required to handle linen which is of an unusually dirty or offensive nature having regard to the duties normally performed by such an Employee.

21 HANDOVER (CLINICAL EMPLOYEES)

- (a) Where an Employer requires a clinical Employee to extend the normal span of his/her shift to allow for a handover, a maximum of 15 minutes per shift is to be

paid for the handover. This handover will be paid at the ordinary rate applying to the shift worked by the Employee and not subject to overtime rates.

- (b) In the event that handovers are completed in less than 15 minutes per shift only the time worked is to be paid.

22 HIGHER DUTIES

- (a) An Employee, other than an administrative Employee, engaged continuously for two hours or more on duties carrying a higher rate than his/her ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.

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

- (b) An Employee engaged as an administrative Employee or Clinical Employee who, for a period of three (3) consecutive working days or more, performs the duties of an Employee with a higher classification, then that Employee will be paid the rate applicable to the higher paid classification.

23 HOURS OF WORK

23.1 Ordinary Hours of Work – Day Workers

- (a) The ordinary hours of work for Full-Time Day Worker Employees are between the hours of 6.00am and 6.00pm, Monday to Friday for an average of 38 hours per week in any 2 week roster period (i.e. maximum 76 hours), to be worked in five days in continuous periods of eight hours each day, except for a meal break of not more than one hours duration.
- (b) The ordinary hours of work for Part-Time Day Worker Employees are rostered hours between Monday to Friday for an average of 38 hours per week in any 2 week roster period (i.e. maximum 76 hours),
- (c) However, the spread of hours or daily hours as per Clause 23.1(a) may be altered for all or a section of Employees by mutual agreement between the Employer and the Employee(s) in the area concerned.
- (d) Work performed, other than by agreement, by Full-time Employees (Day Workers not Shift Workers) prior to 6.00am and after 6.00pm will be paid at an Overtime Rate of Double Time rates but will be, for the purposes of this clause, part of the Employee's ordinary hours of work where the ordinary hours of work within the period 6.00am to 6.00pm plus the agreed hours worked outside of this time period in any week, have been less the average of 38 as per Clause 23.1(a).

- (e) Part Time Employees (Day Workers not Shift Workers) will be paid an Overtime rate of Double Time only when their hours exceed the average of 38 ordinary hours described in Clause 23.1(b),

23.2 Ordinary Hours of work – Shift Workers

- (a) The ordinary hours of work for a Full-time Shift worker are between the hours of 12.00am and 11.59pm, Monday to Sunday for an average of 38 hours per week in any 2 week roster period (i.e. maximum 76 hours).
- (b) A Shift worker will receive penalty rates in accordance with Clause 41 and Clause 47.
- (c) Subject to clause 23.3 the hours of work for a Shift worker will be:
 - (i) 8 hours in any one day; or
 - (ii) Or
 - (iii) 76 hours in any 14 consecutive day period.

23.3 Extending ordinary hours for Day Workers and Shift Workers

- (a) By agreement in writing between an Employee and the Employer, an Employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by the Employee or the Employer giving the other 14 days written notice.
- (b) An arrangement in writing under this clause must be signed by the Employer and the Employee with one copy provided to the Employee and one copy kept on the Employee's employment file.
- (c) An Employee who wishes to enter into an arrangement under this clause must be provided with a copy of this clause by the Employer prior to the arrangement being effective.
- (d) In the event of the arrangements contemplated by this clause being discontinued, the Employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.
- (e) No Employee (or prospective Employee) will be required by the Employer to work under the terms of this clause as a condition of employment or engagement unless by agreement.

23.4 Accrued Days Off

- (a) Employers will where possible structure the 38-hour week in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).

- (b) Accrued days off will be rostered to fall on a day of the week other than a Saturday or Sunday. The Employer will endeavour to ensure that the accrued day off is rostered to fall either the day immediately before or immediately after a rostered day off.
- (c) Where an Employee is absent on leave without pay 24 minutes for each day of absence should be deducted from the accrued day off.
- (d) Days of paid absence on holidays with pay and other paid leave will count toward the accrued day off on full pay.
- (e) Where an accrued day off falls on a Public Holiday as listed in the Clause 41.1, a substituted accrued day off should be taken as soon as possible.
- (f) Where an Employee is sick on an accrued day off the Employee is not entitled to additional payment for such a day, nor entitled to access their Personal Leave. An accrued day off is not a day when an Employee is required to work.
- (g) An Employee may elect, with the consent of the Employer, to take accrued days off in part day amounts.
- (h) An Employee may elect, with the consent of the Employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed by the Employer, or subject to the reasonable notice by the Employee or the Employer.
- (i) The Employer must keep accurate records of accrued days off arrangements in the wages records.
- (j) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.

23.5 Make-up Time

- (a) The Employer and the Employee may agree to establish a system of make-up time provided that:
 - (i) An Employee may elect, with the consent of the Employer, to work 'make-up time' under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.
 - (ii) An Employee may elect, with the consent of his/her Employer, to work 'make up time' under which the Employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
 - (iii) An Employee or the Employees may choose to request his/her union to

represent his/her interests in negotiations referred to in clause 23.5(a) above.

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

24 IN-CHARGE ALLOWANCE

- (a) A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of the facility where a Level 3 nurse is normally employed, is to be paid \$20 for each shift worked.
- (b) Provided that the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.
- (c) Provided further that there is no entitlement to this payment if a registered nurse Level 3 or above is rostered for duty at the same time and in the same facility.

25 INCREASES TO ALLOWANCES

Allowances in this Agreement other than the Travel Allowance in Clause 51 will be increased on the first full pay period after the date specified as per Schedule 1.

26 INFLUENZA VACCINATION

The Employer will pay the costs of annual influenza vaccinations for all Employees who choose to have the vaccination.

27 LEAVE PROVISIONS

27.1 St Ann's Well Being Provision

Additional leave will be guided by the following:

- (a) St. Ann's will continue to consider the needs of each individual.
- (b) St. Ann's reserve the right to provide additional paid personal leave, in compelling and extraordinary circumstances if an Employee's personal leave entitlement has been exhausted, subject to Clause 16.
- (c) In addition to the other leave provisions in this Agreement, St. Ann's will consider the leave needs of every individual on a case by case basis at the discretion of St. Ann's.
- (d) Such leave may include, and is not restricted to:

- (i) Illness as a direct result of an infectious disease outbreak at St. Ann's
- (ii) Illness that the Tasmanian Communicable Diseases Prevention Unit and the *Public Health Act 1997* identify as requiring an Employee to be absent from duty
- (iii) Supporting the health and wellbeing of Employees.

27.2 Annual Leave

(a) Accrual of leave

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

- (i) Subject to paragraph (ii) of this subclause, full time employees are entitled to accrue annual leave in accordance with the following table:

Day Workers	Shift Workers
174.8 hours (4.6 weeks)	212.8 hrs (5.6 wks)

- (ii) Alternatively an existing Employee, as at the date of approval of this Agreement, who is entitled to the 20 day personal leave entitlement in accordance with clause 27.19(a)(i)(C), will be entitled to annual leave in accordance with the following table:

Day Workers	Shift Workers
152 hours (4 weeks)	190 hours (4.6 weeks)

Provided that an Employee entitled to annual leave in accordance with this paragraph may, within 30 days of the approval of this Agreement and by election in writing, opt out of the retention of the 20 day personal leave entitlement. By making this election the Employee will then be entitled to accrue annual leave in accordance with paragraph (i) herein. Once made, the election is irreversible.

27.3 Payment for period of annual leave and annual leave loading

- (a) Instead of the base rate of pay (ordinary hourly rate of pay in this Agreement) as referred to in s.90(1) of the Act, an Employee under this Agreement, must be paid the wages they would have received in respect of the ordinary hours the Employee would have worked had the Employee not been on leave during the relevant period.
- (b) The wages to be paid must be worked out on the basis of what the Employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the Employee's contract of employment
- (c) The Employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the Employee as a reimbursement for expenses incurred.
- (d) In addition to their ordinary pay, an employee other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- (e) Shiftworkers, in addition to their ordinary pay will be paid the higher of
 - (i) Annual leave loading of 17.5% of their ordinary rate of pay or
 - (ii) The weekend and shift penalties they would have received had they not been on leave during the relevant period.

27.4 Public Holidays

- (a) For all Employees (excluding casual Employees), the period of annual leave excludes any Public Holidays to which the Employee is entitled. If a Public Holiday falls within an Employee's period of annual leave and is on a day that the Employee would have been at work, the Employee will be paid his/her ordinary pay for that day and not have deducted that leave day from his/her accruals.
- (b) However, this clause will not apply if the Christmas Day Public Holiday falls on a Saturday or Sunday. If this occurs the Employee will be paid the appropriate Public Holiday rate.

27.5 Broken Leave

Unless otherwise agreed, the entitlement to Annual Leave will be taken in not more than two separate periods.

27.6 Time of Taking Leave

- (a) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- (b) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- (c) Annual leave must be taken within the twelve months after it falls due and will not accumulate beyond two years unless the employer and an individual employee agree in writing to do otherwise.
- (d) Where an employee has accumulated two years accrual of annual leave, the employer will advise the employee in writing and provide a further period of three months for the employee to take leave on an agreed basis.
- (e) If after the expiry of the three months and the employee has not taken leave the employer may direct the employee to the taking of one year's annual leave accrual.
- (f) The employer will provide the employee with two weeks' notice in writing if a direction to take leave is required.

27.7 Cashing out of Annual Leave

- (a) Annual Leave may be cashed out in accordance with the NES. Cashing out of Annual Leave must not result in an Employee's accrued entitlement being less than 4 weeks.
- (b) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

27.8 Calculation of Continuous Service

Continuous service is defined as stated in s22 of the Act.

27.9 Employer Instigated Cancellation of Leave

- (a) If, as a consequence of an Employer instigated cancellation of approved annual leave (whether agreed or otherwise by the Employee, and irrespective of when the cancellation notification is given) an Employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and the loss is deemed to be unrecoverable, the Employee is entitled to recover the costs from the Employer.
- (b) Any claims must be verified by the production of receipts or other form of

documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation to which the payment was made, stating the amount which is not recoverable.

- (c) An Employee who, during a period of annual leave, responds to an Employer instigated request to return to work during a period of annual leave is entitled to redeem from the Employer any travel and other associated costs incurred in returning to work and the subsequent return to annual leave. The costs are those in excess of costs normally incurred by the Employee in travelling daily to and from work.
- (d) The reimbursement of costs associated with the returning to annual leave would only apply when the period of leave was deemed to be continuous other than for the interruption to return to work.
- (e) Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to support the claim.
- (f) An Employee, on returning to work in response to an Employer instigated request, is to be re-credited with one day's annual leave for each day or part day the Employee is at work. The Employee will be entitled to use the additional re-credited day or days in addition to the unused portion of approved annual leave (which the Employee would have taken except for the interruption by returning to work) immediately upon the finishing of the period for which the Employee was recalled to work. Provided that an Employee may elect to take the balance of unused leave and re-credited days at a later date.

27.10 Single Day Annual Leave

Where agreed between the Employer and Employee single day absences may be taken but cannot exceed a total of five days in any calendar year at a time or times agreed.

27.11 Cultural Leave

An Employee who is legitimately required by his/her culture or tradition to be absent from work for ceremonial or cultural purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

27.12 Community Service Leave

- (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. Leave loading and shift penalties are not payable on this payment.

- (b) Community Service Leave arrangements apply in respect to Employees who are registered volunteers with the following emergency service organisations:
 - (i) Tasmania Fire Service;
 - (ii) Tasmanian Ambulance Service; and
 - (iii) State Emergency Service.
 - (iv) 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:
 - (i) the Employee has informed the management and his/her direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
 - (ii) 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
 - (iii) 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.
- (e) The Employer will not unreasonably refuse a request of absence to attend an emergency situation.
- (f) 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:
 - (i) the attendance will not affect entitlements for leave accruals and related benefits;
 - (ii) an injury sustained by the Employee whilst attending an emergency situation will not form the basis of a claim against the Employer; and
 - (iii) 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.

- (g) 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 his/her fortnightly gross wages minus the amount received in clause 27.12(g)(i) above. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the SGC will remain the same as if the Employee had been at work.

27.13 Compassionate Leave

- (a) All eligible full-time and part-time Employees are entitled to compassionate leave.
- (b) An Employee is entitled to take up to three days of paid compassionate leave for each permissible occasion if the leave is taken to spend time with the member of the Employee's immediate family or household who has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life.
- (c) The Employer may grant additional paid compassionate leave where the circumstances justify such additional leave.
- (d) The Employer may approve paid compassionate leave for other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, where it can be established that a significant relationship exists.
- (e) The Employer may require that an Employee provide reasonable evidence of the illness or injury.
- (f) The Compassionate leave for a particular permissible occasion may, where the Employer and the Employee agree, be taken over broken periods and need not necessarily be taken as one consecutive period of leave.

- (g) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

27.14 Bereavement Leave

- (a) Employees (other than casual Employees) are entitled to five days paid leave on the death of a member of the Employees' immediate family or household, with discretion for the Employer to grant additional paid leave.
- (b) For the purpose of this clause the words "partner" may include a partner from whom the Employee is separated (where a significant relationship can be established) and shall include a person who lives with the Employee
- (c) A casual Employee will be entitled to take the same leave periods as detailed in clauses 27.13(a) and 27.13(b) above as unpaid leave.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlement provided for in this clause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

27.15 Evidence Requirements

The Employer may request evidence from the Employee of the death in the form of a death notice, or other written evidence to the satisfaction of the Employer.

27.16 Unpaid Bereavement Leave

An Employee may take unpaid bereavement leave by agreement with the Employer.

27.17 Long Service Leave

Long Service Leave entitlements shall be in accordance with the *Long Service Leave Act 1976*. An Employee will be entitled to access 8.6666 weeks leave after 10 years' service. Pro rata entitlement will also apply to payment of long service leave entitlement to any Employee who resigns after 10 years of service.

27.18 Paid Parental Leave

- (a) The parties to this Agreement note that the Australian Government has introduced a comprehensive Paid Parental Leave (PPL) scheme for new parents who are the primary carers of a child born or adopted on or after 1 January 2011. The scheme is governed by the *Paid Parental Leave Act 2010* and the provisions of that Act apply to the parties to this Agreement.
- (b) An eligible Employee will receive taxable PPL payments at the level of the

Federal Minimum Wage, for a maximum period of 18 weeks.

- (c) All eligible Employees will be paid the difference between his/her normal salary and the Federal Minimum Wage for the first 14 weeks of the maximum 18 week period.
- (d) For the non- primary parent, one week of the same payment will apply. Provided that employees will also be entitled to access the Federal Government's Dad and Partner Pay (DaPP) scheme scheduled to commence on 1 January 2013.
- (e) Provisions as set out in the PPL and DaPP scheme will apply to all salary and conditions.

27.19 Personal Leave

- (a) Unless specifically stated, the provisions of this clause apply to an Employee, other than one engaged as a casual Employee.
 - (i) Amount of Paid Personal Leave
 - (A) Paid personal leave is available to an Employee, when they are absent:
 - (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support or who requires care due to an unexpected emergency.
 - (B) A full time Employee accrues and is entitled to ten days personal leave per year of service.
 - (C) Subject to clause 27.2(a)(ii), a full-time Clinical and/or Outreach Employee at the date of commencement of this Agreement accrues and is entitled to 152 hours personal leave per year. A part-time Clinical and/or Outreach Employee at the date of operation of this Agreement is entitled to accrue pro-rata leave of hours worked.
 - (D) All new Employees, employed after the agreement has been approved by FWA will accrue and is entitled to personal leave as per clause 27.19(a)(i)(B) above.
 - (ii) Employee Must Give Notice
 - (A) An Employee must as soon as reasonably practicable, inform the Employer of his/her inability to attend for duty, and:

- (B) in the case of personal illness, as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
- (C) in the case of carer's leave, provide evidence to the Employer that would satisfy a reasonable person that the leave is being taken for a permissible reason and the estimated duration of the absence.
- (D) in the case of an unexpected emergency, provide evidence to the Employer that would satisfy a reasonable person that the leave is being taken for a permissible reason and the estimated duration of the absence.

(iii) Statutory Declarations and Medical Certificates

- (A) Employees shall be allowed one single day of sick leave per financial year without certification, two days with Statutory Declarations as set out and in 27.19(a)(ii) above and the remaining days with medical certificates.
- (B) In the event of an outbreak of an infectious nature at the facility, where staff are directed to not attend the workplace, staff will not be required to produce a medical certificate.

(iv) Medical certificates

Medical certificates will be accepted from the following registered health practitioners for illness/injury within his/her chosen field of practice:

- (A) medical doctors including general practitioners, specialists and surgeons;
- (B) chiropractors;
- (C) dentists;
- (D) nurses/midwives;
- (E) osteopaths;
- (F) pharmacists;
- (G) physiotherapists;
- (H) psychologists;
- (I) dental prosthetics/specialist;
- (J) optometrists;

(K) podiatrists;

27.20 Accumulation of Personal Leave

If the full period of personal leave, as provided for in clauses 27.19(a)(i)(B) and 27.19(a)(i)(C) above is not taken in any year, the amount of untaken personal leave will accrue from year to year without limitation.

27.21 Personal Leave during Annual Leave

An Employee, who is certified as unfit for duty because of personal illness by a medical practitioner approved by the Employer during a period of annual leave, will be given credit for the time so certified and the paid annual leave may, by agreement, be extended by the number of days that the Employee has been so certified as unfit for duty.

27.22 Personal Leave and Workers' Compensation

An Employee will not be entitled to paid leave of absence for any period that the Employee is entitled to workers compensation payment.

27.23 Personal Leave Year

A year for the purposes of this clause means 365 days' employment including all approved paid leave.

27.24 Personal Leave before or after Accrued Days Off

If an Employee is absent on personal leave on the day immediately preceding or immediately following the accrued day off they will provide a statutory declaration or medical certificate in support of such absence.

27.25 Part-Time Employees

Part-time Employees who are accruing a personal leave entitlement will accrue leave on a pro rata basis.

27.26 Personal Leave for Personal Injury or Sickness

- (a) An Employee is entitled to use the full amount of his/her personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
- (b) To clarify, as per clause 31.5, an Employee in receipt of a pre-payment of leave is not entitled to paid Personal Leave but can access unpaid Personal Leave.

27.27 Personal Leave to Care for an Immediate Family or Household Member

- (a) An Employee is entitled to use accrued leave, to care for members of his/her immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the notice and

evidence requirements set out in this clause.

- (b) Leave may be taken for part of a single day with the agreement of the Employer.

27.28 Unpaid Personal Leave

Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of his/her immediate family or household who have a personal illness or injury and require care and support or who require care due to an unexpected emergency. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of clauses 27.19(a)(ii) and 27.19(a)(iii) above are met.

27.29 Casual Employees

- (a) Subject to the evidentiary and notice requirements in clauses 27.19(a)(ii) and 27.19(a)(iii) above, casual Employees are entitled to take unpaid leave if they need to care for members of his/her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency.
- (b) The Employer and the Employee will agree on the period for which the Employee will be entitled to unpaid leave. In the absence of agreement, the Employee is entitled to leave for up to two days on each occasion.
- (c) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

28 LICENSE ALLOWANCE

An Employee who is required as part of his/her employment to drive vehicles requiring a specific or special endorsement will be reimbursed the cost of the driver's annual licence fee.

29 MEAL ALLOWANCE

Where an Employee is required to travel away from his/her usual place of employment, and are away during meal times and purchase a meal at any commercial outlet, then they will be paid a meal allowance as follows:

- (a) Breakfast \$24.35

- | | | |
|-----|--------------------------|---------|
| (b) | Lunch (or midday meal) | \$27.35 |
| (c) | Dinner (or evening meal) | \$46.70 |

30 MEAL BREAKS

- (a) Employees not required to work on a roster, who work in excess of five hours on any day, will receive an unpaid meal break of not more than one hour and not less than 30 minutes. The duration of the meal break may be altered by agreement between the Employer and the Employee.
- (b) Employees required to work on a shift roster will receive a paid meal break of 30 minutes which is counted as time worked. However, by mutual agreement between the Employer and the majority of the Employees within a particular work area and with the approval of the union, those Employees will be allowed to extend his/her paid 30 minute meal break by up to a further unpaid 30 minutes each day.
- (c) An Employee receiving an unpaid meal break and who is directed to work during his/her meal break will be paid at the rate of time and a half of the relevant wage rate for all work performed during the meal break and after until a meal break is allowed.
- (d) Two separate paid 10 minutes intervals (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- (e) Where less than 7.6 ordinary hours are worked, Employees will be allowed one paid 10 minute interval in each four hour period.
- (f) Subject to mutual agreement, such intervals may alternatively be taken as one paid 20 minute interval.

31 MODES OF EMPLOYMENT

31.1 Categories of Employment

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part-time; or
 - (iii) casual.

- (b) At the time of engagement the Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis. The Employer will provide the Employee with a Position Description detailing the duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification. For the avoidance of doubt, the above categories do not prevent any Employee from being employed in categories 31.1(a)(i) or 31.1(a)(ii) for a fixed term or task, or maximum term.

31.2 Full-time Employees

A full-time Employee is one who is engaged to work an average of 38 hours in any manner set out in Clause 23 .

31.3 Part-time Employees

- (a) A part-time Employee is an Employee who is engaged to work less than 38 hours per week and has reasonably predictable hours of work each week.
- (b) Before commencing employment, the Employer and Employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the Employee will work and the starting and finishing times each day.
- (c) The terms of the agreement in Clause 31.3(b) may be varied by genuine agreement between the Employer and Employee and recorded in writing, in accordance with Clause 23.1 and 23.2. For the avoidance of doubt any such variation of hours and pattern of work by agreement will not result in the payment of overtime rates provided that the Employee does not work in excess of an average 38 hours in any 2 week roster period (i.e. maximum 76 hours).
- (d) The terms of this agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.
- (e) Payment in respect of personal/carer's leave (where an Employee has accumulated an entitlement) for a part-time Employee will be on a pro rata basis made according to the number of hours the Employee would have worked on the day or days on which the leave was taken so as not to reduce the Employee's wage below that level which the Employee would have received had the Employee not been absent.
- (f) The minimum engagement for a part time Employee is two hours.
- (g) An Employee (other than a casual Employee) who is subject to this agreement, is entitled to be paid in respect of any week, his/her normal weekly wage at a rate fixed by the award, including overtime and other penalty rates, if any, if:

- (i) due to the act, default or order of an Employer, the Employee does not work for the maximum number of ordinary working hours specified in the award (in the case of a full-time Employee and the maximum number of ordinary working hours which the Employee is contracted to work (in the case of part-time Employees); and
- (ii) The Employee is ready and willing to work during those ordinary working hours in that week.

31.4 Casual Employees

- (a) A casual Employee is an Employee engaged as such on an hourly basis, other than as a part-time, full-time Employee, to work up to and including 38 ordinary hours per week. The work pattern will be irregular and unpredictable and/or will cover Employees on Outreach rosters on the basis that his/her rosters are solely determined by Clients.
- (b) A casual Employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the Employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full time employees.
- (c) The minimum engagement for a casual Employee is two hours.
- (d) The casual loading is not applicable when the Employee is working overtime.
- (e) Casual Employees shall be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to commencement for day shifts and up to 6 hours prior to commencement for afternoon or night shifts.
- (f) Provided that the above notice period is a minimum and the Employer commits to give as much notice as possible in relation to the cancellation of casual work.
- (g) Provided further that where the minimum notice as described in clause 31.4(e) is not given, the Employee shall be entitled to 3 hours pay.
- (h) An Employee who has his/her shift cancelled with less than the requisite notice in clause 31.4(e) and who has incurred child care fees as a result, shall on presentation of receipts to the Employer, be entitled to a full reimbursement of these child care costs provided that the claim for reimbursement must be made to the Employer within 2 pay fortnights of incurring the loss.

31.5 Pre-payment of leave

- (a) Those Employees (other than Casual Employees) who were in receipt of a

loading in lieu of annual leave, personal leave and Public Holiday accruals immediately prior to the approval of this agreement may elect in writing to receive a pre-payment of leave under this Agreement subject to the conditions outlined below.

- (b) The pre-payment includes paid entitlements to Annual Leave, Personal Leave and payment for Public Holidays.
- (c) An Employee under a pre-payment arrangement will receive in addition to their base rate of pay under Schedule 1 a pre-payment amount of 25% for all ordinary hours of work.
- (d) The pre-payment amount is not applicable when the Employee is working overtime.
- (e) The pre-payment amount stands alone and is not subject to penalty addition. For the avoidance of doubt overtime, shift and other penalty rates and all other payments are applied to the Ordinary Hourly Rate.
- (f) An Employee receiving a pre-payment of leave is entitled to Annual Leave and Personal Leave and Public Holidays, however the Employee will not receive any further payment whilst taking these forms of paid leave as it has already been paid in advance.
- (g) The election made under subclause 31.5(a) above can be terminated by the Employee giving 28 days' notice following which the Employee will cease to be pre-paid for Annual Leave, Annual Leave Loading, Personal Leave and Public Holidays and will receive the weekly base rate of pay as set out in Schedule 1.
- (h) An Employee who has elected to receive a pre-payment may require the Employer to review on an annual basis:
 - (i) the payments received by the Employee; and
 - (ii) the payments the Employee would have received if they had not elected to receive the pre-payment.

Where the amount in (ii) is greater than the amount in (i), the Employer will pay the Employee the difference.

32 NOTICE BOARD

The Employer is to permit a notice board to be erected in the workplace(s) for the use of Employees and his/her union representatives.

33 OPPORTUNITIES FOR CAREER DEVELOPMENT

- (a) St. Ann's remains committed to developing a skilled workforce for aged and community care. St Ann's will continue to develop services which will meet the identified needs of our customers in the future. St. Ann's will continue to provide career pathways for nurses, carers and all Employees through access to training opportunities and to opportunities for promotion within St. Ann's. Senior Management and Executive Level roles for staff with nursing and other appropriate qualifications and experience will continue according to the management structure needs of St. Ann's.
- (b) St. Ann's acknowledges the importance of staff with nursing qualifications and relevant experience in the provision and management of high quality care and services and will strive to continue to offer attractive salary and conditions to attract nurses to aged and community care services.

34 OVERTIME

- (a) The Employer may require any Employee to work reasonable overtime. No overtime may be worked without prior approval of the Employer and with the agreement of the Employee.
- (b) For the purposes of this clause overtime means:
 - (i) Work in excess of eight hours per day except where ordinary hours are extended in accordance with the Clause 23.3, in which case it is hours in excess of 10 hours per day.
 - (ii) Work in excess of an average of 38 hours per week as per Clauses 23.1 and 23.2.
 - (iii) Work in excess of the accrued day off roster established in accordance with Clause 23.4.
- (c) For all time worked in accordance with clause 34(a) above, the following overtime rates will be paid:
 - (i) Double time will be paid for all overtime hours worked. However, overtime does not apply where arrangements for Time in Lieu, Make Up Time and a swap of hours have been made between two or more Employees at his/her own instigation.
 - (ii) Public Holidays - double time and one half.
 - (iii) Each days overtime will stand alone.

- (d) Unless the period of overtime is one and a half hours or less, an Employee before starting overtime will be allowed a paid meal break of 20 minutes paid at ordinary rates. An Employer and an Employee may agree to any variation of this provision to meet the circumstances of the work. No Employee will be required to work more than five hours without a meal break.
- (e) An Employee required to work for more than two hours without being notified on the previous day or earlier that they will be required to work overtime, will either be offered with a meal by the Employer or be paid \$15.00.
- (f) The allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments with the exception of Higher Duties Allowance and Post Graduate Allowances.
- (g) Day workers, who may from time to time work on Saturday and outside their Ordinary hours, will be paid at the rate of double time of the Employee's Ordinary Hourly Rate for all hours worked on that day.
- (h) Day workers, who may from time to time work on Sunday and outside their Ordinary hours, will be paid at the rate of double time of the Employee's Ordinary Hourly Rate for all hours worked on that day.

34.1 Eight Hour Break following overtime

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

34.2 Time Off in Lieu of Overtime Payment

- (a) The Employer and the Employee may agree to establish a system of time off in

lieu of overtime provided that:

- (i) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- (ii) Overtime taken as time off during ordinary time hours will be taken as time for time.
- (iii) An Employer will, if requested by an Employee, provide payment at the relevant overtime rate in the Overtime Clause in this Agreement, for any overtime worked under this subclause where the time in lieu is not taken within 12 weeks of the accrual.
- (iv) An Employee or the Employees may choose to request their union to represent their interests in negotiations referred to in clause 34.2(a)(i) above.
- (v) The employer must keep accurate records of time off in lieu arrangements in the wages records.

35 PAYMENT OF WAGES

35.1 Wages

- (a) The minimum wages payable to Employees are set out in Schedule 1.
- (b) Wages will be paid fortnightly.
- (c) Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.

35.2 Time and interval of payment

- (a) Wages including overtime shall be paid during working hours, at intervals not more than two weeks and not later than Thursday.
- (b) When a Public Holiday falls on a normal pay day wages shall be paid on the last working day prior to the Public Holiday.
- (c) The present pay day and time of payment shall not be varied, except after consultation with the Employee(s) concerned and an agreed phasing-in period.

35.3 Deduction of monies

Upon authorisation by an Employee, the Employer shall deduct monies from the Employee's salary for payment of regular deductions.

35.4 Late payment of wages

- (a) Payment during waiting time for late wages
 - (i) Except in circumstances beyond the control of the Employer an Employee kept waiting for wages on the normal pay day after the usual time for ceasing work for more than a quarter of an hour shall be paid at overtime rates after that quarter of an hour with a minimum payment for a quarter of an hour and payment shall continue on that day until advised that payment will not be forthcoming on that day.
 - (ii) Further, such payment at overtime rates shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 8.0 hours per day, until such time as payment is affected.
 - (iii) Provided that, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of pay.
 - (iv) For the purposes of this clause the ordinary rates shall be exclusive of premiums, loadings or penalties.
- (b) Agreed alternative arrangements - no penalty to apply
 - (i) The provisions of clause 35.4 shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and Employee agree to an alternative arrangement for payment.
- (c) Alternative arrangement broken - penalty to apply
 - (i) Should however, the Employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, the Employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with clause 35.4 until such time as payment is affected.

35.5 Payment on termination

- (a) Where employment is terminated summarily or on the giving of the prescribed notice all monies owing shall, where practical, be paid to the Employee on termination.
- (b) If payment on termination is not practical the Employer shall, on the next working day of the pay office send to the Employee's recorded home address all monies due by registered post, or, if agreed between the Employer and Employee, the

Employer shall make the monies available at a nominated bank account.

36 PAY SLIPS

In addition to the requirements under the *Fair Work Act* 2009 the Employer will include the amount of Annual and Personal Leave accrued on Employees' payslips.

37 POLICE CHECKS

Where the Employer requires the Employee, whether as a result of a legislative requirement or not, to renew a Police Check, the Employer will cover the cost of incurred by an Employee. Where the Employer is in the possession of an Employee Police Check, that Police Check will not be provided to any third party without the Employee's express and written permission.

38 POST GRADUATE ALLOWANCE

- (a) A Registered Nurse who holds post graduate qualifications shall be paid an allowance, in addition to wages, as follows:
- (i) for a post graduate hospital or post graduate certificate – 4.0% of the base rate of pay;
 - (ii) for a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the Ordinary Hourly Rate of Pay;
 - (iii) a masters or a doctorate – 7.5% of the Ordinary Hourly Rate of Pay;
- Provided that an Employee is entitled to payment of only one qualification allowance.
- (b) Provided further that payment of an allowance under this sub-clause is dependent upon the qualification being relevant to the Employee's current area of practice, that the qualification is required by the Employer and that the qualification is used in the performance of the Employee's work.
- (c) A post graduate qualification allowance paid in accordance with this sub-clause shall be taken into account in calculating overtime and annual leave payments.

39 PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- (a) All full-time Employees may be granted paid or unpaid leave to attend conferences, seminars, study leave or training at the discretion of the Employer.
- (b) Professional development and study leave may be taken to attend health/aged

care related conferences/seminars or for undertaking work related study leave with the agreement of the Employer.

- (c) Employees may be entitled to meal and travel allowances, as provided for under Clause 29 – Meal Allowance and Clause 50 – Travel Accommodation Allowances of this agreement where a conference/seminar is held away from his/her usual place of employment or residence.

40 PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS

- (a) The Employer shall provide where necessary, suitable protective clothing for the Employees. An Employee who is pursuant to this clause, supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.
- (b) The Employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the Employees' duties.
- (c) An Employee who is required, in accordance with this clause, to use the safety equipment provided by the Employer shall use them for the purpose they were intended.

Compensation to the extent of the damage sustained shall be made where, in the course of the work, an Employee's clothing is damaged, destroyed by fire or the use of corrosive substances.

41 PUBLIC HOLIDAYS, SATURDAY AND SUNDAY WORK

41.1 Public Holidays

- (a) Public holidays are provided for in the NES.
- (b) Public Holidays are listed under the *Tasmanian Statutory Holiday's Act 2000*. The following days that have been previously and are generally observed: New Year's Day, Australia Day, Eight Hours Day, ANZAC Day, Good Friday, Easter Monday, Sovereign's Birthday, Christmas Day, Boxing Day, Hobart Show and Regatta Day. The *Statutory Holiday's Act 2000* also provides for replacement Public Holidays and additional Public Holidays (e.g. where Christmas Day falls on a weekend).

41.2 Payment for working on a Public Holiday

- (a) Full-time Employee – Shift Workers and Day Workers

- (i) A Full-time Employee may, for work performed on a Public Holiday, elect to receive one of the following:
 - (A) Double time and a half for hours worked; or
 - (B) Be paid 150% and have the same number of hours worked added to his/her annual leave with entitlement to the applicable annual leave loading of 17.5% on all hours accrued under this clause.
 - (1) The election in clauses 41.2(a)above will be made on the commencement of each financial year. The Employee may not alter such election during the year except with the agreement of the Employer.
 - (2) A full-time Employee who does not work on a Public Holiday will be paid his/her ordinary pay for that day.
 - (3) Payments under this clause are instead of any additional rate for shift allowances or other penalties or other allowances which would otherwise be payable had the shift not been a Public Holiday.
 - (4) Where shifts fall partly on a Public Holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.
- (b) Part-time Employees – Shift Workers and Day Workers
 - (i) A part-time Employee will only be entitled to payment for those Public Holidays that fall on days they are normally rostered to work.
 - (ii) A part-time Employee may for work performed on a Public Holiday, elect to receive one of the following:
 - (A) Double time and a half for hours worked; or
 - (B) Be paid 150% and have the same number of hours worked added to his/her annual leave with entitlement to the applicable annual leave loading of 17.5% on all hours accrued under this clause.
 - (iii) The election in clauses 41.2(a)will be made on the commencement of employment and then on the commencement of each financial year. The Employee may not alter such election during the year except with the agreement of the Employer.
 - (iv) A part-time Employee who is rostered off on a Public Holiday they would ordinarily work will be paid his/her ordinary pay for that day.

- (v) Payments under this clause are instead of any additional rate for shift allowances or other penalties or other allowances which would otherwise be payable had the shift not been a Public Holiday.
- (c) Casual Employees
 - (i) A casual Employee will be paid only for those Public Holidays they work at the total rate of 250% of their base rate for hours worked.
 - (ii) Payments under subclause 41.2(c)(i) above are instead of and replace any casual loading otherwise payable under this Agreement.
 - (iii) Payments under this clause are instead of any additional rate for shift allowances or other penalties or other allowances which would otherwise be payable had the shift not been a Public Holiday.

41.3 Saturday Work

Shift workers engaged for working ordinary hours, the major portion of which falls on a Saturday, will be paid at the rate of time and half of the Employee's Ordinary Hourly Rate for all hours worked on that day. Payments under this clause are instead of any additional rate for shift allowances as per Clause 47 which would otherwise be payable.

41.4 Sunday Work

Shift workers for working ordinary hours, the major portion of which falls on a Sunday, will be paid at the rate of double time of the Employee's Ordinary Hourly Rate for all hours worked on that day. Payments under this clause are instead of any additional rate for shift allowances as per Clause 47 which would otherwise be payable

42 TERMINATION OF EMPLOYMENT AND REDUNDANCY

42.1 Notice of Termination by the employer

The employer must provide an employee with written notice of the day of termination and subject to clause 42.4 must give the minimum period of notice using the following table:

Period of continuous service	Period of notice
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

42.2 Employees over 45 years of age

- (a) In addition to the notice in clause 42.1, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service as defined by the *Fair Work Act 2009*, shall be entitled to an additional week's notice.

42.3 Payment in lieu of notice

- (a) Payment in lieu of the notice prescribed in clauses 42.1 and 42.2 shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) The required amount of payment in lieu of notice in accordance with subclause 42.3(a) above must equal the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice. The full rate of pay includes payment ordinary made for the employee's ordinary hours of work, allowances, loading and penalties and any other amounts payable under the Employee's contract of employment.

42.4 The period of notice in this clause does not apply

- (a) in the case of dismissal for serious misconduct;
- (b) to Employees engaged for a specific period of time or for a specific task or tasks;
- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to employees during probation period; or
- (e) to casual Employees.

42.5 Continuity of service

For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Act.

42.6 Notice of termination by the Employee

An employee is required to provide two weeks' notice of termination of employment unless waived by agreement of the Employer.

42.7 Time off work during notice period

- (a) Where St. Ann's has given notice of termination to an Employee, an Employee

shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

- (b) Where an Employee has given or has been given notice she/he shall continue their employment until the date of expiration of such notice and where an Employee who has given or has been given notice refuses to work or is absent from work without just cause or excuse the Employee shall be deemed to have abandoned their employment and shall not be entitled to payment for the remainder of period of notice not worked.

42.8 Redundancy

The parties agree that it is not desirable to lose the services of staff members through redundancy. The Employer agrees to consult with Employees in the event that a redundancy or a reduction of Employee hours is being contemplated. Such consultative processes will examine the parties preferred option to identify any redeployment and retraining opportunities within the organisation in the context of the operational requirements of the organisation.

42.9 Redeployment and retraining

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

42.10 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make

payment instead of an amount equal to the difference between the former ordinary rate of pay and the ordinary rate of pay for the number of weeks of notice still owing.

42.11 Redundancy payment

In addition to the notice period required to be given by the Employer in accordance with clauses 42.1, the Employee will be entitled to the greater of the following:

- (a) NES entitlement (redundancy pay) in accordance with the following table; or

Employee's period of continuous service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- (b) any redundancy entitlement that was applicable to the Employee immediately before the commencement of the Agreement.

Provided that redundancy pay entitlements applicable to current Employees who were employed immediately prior to the commencement of this Agreement will continue to apply to those Employees.

42.12 Application of NES clauses relating to Redundancy

Sections 120, 121, 122 and 123 of the NES will apply.

42.13 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

42.14 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice

for the purpose of seeking other employment.

- (b) 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.

43 ROSTERS

43.1 Ordinary Hours

The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least two weeks prior to the commencement date of the first working period of any roster. It is not obligatory for the employee to display any roster of the ordinary hours of casual or relieving staff.

43.2 Number of shifts.

Shift workers will not work more than eight shifts to be worked in any nine consecutive days.

43.3 Rest breaks between rostered work

An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another. By mutual agreement, the 10 hour rest break may be reduced to eight hours.

43.4 Change of Roster

- (a) The Employer will take all reasonable steps to provide an Employee with as much notice as practicable of a change in roster;
- (b) Notwithstanding clause 43.4(a), the Employer will give an Employee at least two (2) weeks' notice of a change in roster unless the Employer and Employee mutually agree to change the roster or in the event that extraordinary circumstances exist and the Employer is required to make urgent changes to the roster to accommodate those changes.

43.5 Minimum days off

Provide for a minimum of two consecutive days off each week except where by mutual agreement between the Employer, the Employee(s) concerned, alternative arrangements are made.

43.6 Twenty-eight day accounting period

- (a) Clearly stipulate a 28 day accounting period which shall include an accrued day off in addition to eight rostered days off:
 - (i) Provided always that staff engaged to provide relief on accrued days off for Shift Workers while engaged in such capacity shall be regarded as shift workers for all purposes of the award (except additional annual leave); and
 - (ii) Rosters covering such relief Employees shall not be required to rotate.

43.7 Meal break

- (a) Clearly show the time span of the Employees unpaid meal break which shall be taken between the beginning of the fourth hour and the end of the sixth hour:
 - (i) Provided that a worker on day shift shall have his/her meal break not later than between the hours of 12.00 midday to 2.00 p.m.;
 - (ii) Provided agreement may be reached between the parties to allow for special circumstances.

43.8 Broken shifts

- (a) Subject to the proviso hereto broken shifts shall not be worked.
- (b) Provided that in emergency situations a broken shift may be worked by mutual agreement between the Employer and the Employee. All work performed in excess of a spread of ten hours shall be paid at the rate of double time.

44 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, covered by this Agreement who elect in writing to do so, to convert a proportion of his/her 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 Employees in receipt of a pre-payment of leave 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 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;
- (iv) that the payment of union dues may form part of salary sacrifice packages;
- (v) 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;
- (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;
- (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the Employee must give one month's notice and the Employer must give three months' 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.

45 SALARY RE ENTRY - NURSING STAFF

45.1 Enrolled Nurse

- (a) In recognition of the need to retain staff within the Aged Care sector as an enrolled nurse who completes a period of study that entitles them to seek registration shall, if they wish to continue with the Employer, be transferred to a position as an RN within the facility, where such position is available and where the Employee is suitable for the position.
- (b) An EN commencing as an RN shall be paid as a Level 1 year 3 RN for his/her first year of service.

45.2 Registered Nurse

Registered Nurses undertaking the re-entry to practice course shall be paid at level 1 year 1 during his/her course clinical time. The nurse shall be paid as a level 1 RN year 2 for the first 1976 hours or 2 years whichever comes first. Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience – statement of service/group certificates etc.

46 SCOPE OF WORK PERFORMED

An Employer may only direct an Employee to carry out such duties as are within the limits of those duties outlined in classifications described in Schedule 1 and that are consistent with 'Statement of Duties' for each of those classifications.

47 SHIFT PENALTY– SHIFT WORKER

- (a) A Shift worker who works part or all of his/her shift between 3.00 p.m. and 11.00 p.m. shall be paid a 15% penalty for all hours worked prior to 11.00pm. (Afternoon Shift)
- (b) A Shift worker who works part or all of his/her shift between 11.00 p.m. and 7.00 a.m. shall be paid a 17.5% penalty for those hours. (Night Shift).
- (c) A Shift worker who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid for each shift 50% more than his/her ordinary rate for the remaining hours thereof.
 - (i) An Employee who:
 - (A) during a period of engagement on shift, works night shift only; or
 - (B) remains on night shift for a longer period than four consecutive weeks; or
 - (C) works on a night shift which does not rotate or alternate with another shift or with day work so as to give such Employee at least one third of his/her working time off night shift in each shift cycle; shall during such engagement period or cycle be paid 30% more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.
- (d) Where a shift worker by mutual arrangement with an Employer works permanently on either an afternoon shift or a night shift, and where but for such arrangement a rotating or alternating roster would need to be worked, such

Employee shall be paid 15.0% more than the ordinary salary rate for each permanent afternoon shift or 17.5% more than the ordinary salary rate for each permanent night shift so worked.

48 SLEEP OVER PROVISION

The Employer will not introduce sleepovers during the life of this Agreement.

49 SUPERANNUATION

49.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose his/her own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the Employee applies.
- (b) The rights and obligations in this clause supplement those in superannuation legislation.
- (c) The Employer must pay to the relevant superannuation fund a superannuation amount no later than 28 days after the end of each month.

49.2 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise his/her Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 49.1(c).
- (b) An Employee may adjust the amount the Employee has authorised his/her Employer to pay from the wages of the Employee from the first of the month following the giving of one month's written notice to his/her Employer.
- (c) The Employer must pay to the relevant superannuation fund the amount authorised under clauses 49.2(a) or 49.2(b) of this clause no later than 28 days after the end of the month in which the authorised deduction was made.

49.3 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 49.1(c) to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 49.1(c) to Hesta Super Fund (Health Employees Superannuation Trust Australia).

50 TRAVEL ACCOMMODATION ALLOWANCE

- (a) Where an Employee is required to remain away overnight they will be paid a daily accommodation allowance of:
- | | |
|-------------------|----------|
| (i) Accommodation | \$117.00 |
| (ii) Incidentals | \$17.85 |
- (b) Where the Employer has approved intrastate or interstate overnight travel by the Employee, the Employee will be reimbursed for all valid travelling expenses incurred and all reasonable out of pocket expenses associated with such travel.
- (c) Where practicable, the Employee is to provide information including costs relating to travel arrangements, including mode of transport and accommodation bookings, prior to the actual travel.

51 TRAVEL ALLOWANCE AND VEHICLE MAINTENANCE

- (a) An Employee who is required to use his/her own vehicle in the course of his/her work will be reimbursed in accordance with the kilometre rates published by the Australian Taxation Office as amended from time to time.

Engine Capacity		Cents per kilometre
Ordinary engine	Rotary Engine	
1.6 litres (1,600cc) or less	0.8litre (800cc) or less	68 cents
1.601-2.6 litre (1,601-2,600cc)	0.801-1.3 litre (801-1,300cc)	79 cents
2.601 litre (2,601cc) and over	1,301 litre (1,301cc) and over	80 cents

- (b) All travel between clients, and travel associated with the servicing of a client shall be travel authorised by the Employer and shall be paid at the ordinary rate of pay.

- (c) An Employee required to travel to the home base for work purposes on his/her day off shall be entitled to claim for the time and kilometres travelled PROVIDED that a kilometreage allowance is not payable from the Employee's home to the first client and from the last client to the Employee's home on any particular day.
- (d) PROVIDED FURTHER that if the distance between the Employee's home and the first client or the distance between the last client and the Employee's home is greater than the distance between the Employee's home and the Home Base then the kilometres for which the allowance is payable shall be the difference between the Employee's Home Base and the first or last client as the case may be.
- (e) Home Base for the purpose of this Clause is St Ann's Home, 142 Davey Street, HOBART.
- (f) All reasonable time taken to travel between the first client and the last client to be in paid time.
- (g) An Employee who is paid travel allowance for use of his/her own motor vehicle shall:
 - (i) Maintain such vehicle to a reasonable standard of cleanliness and road worthiness at all times.
 - (ii) Provide annually, or as requested, to the Employer evidence that the vehicle is fully registered and that they hold a current valid driver's licence.
- (h) The Employer will provide reasonable material to clean and protect the vehicle as warranted due to soiling caused by clients on satisfactory provision of evidence consistent with normal procedures.

52 UNIFORMS

- (a) Employees shall be provided, free of cost by the Employer, sufficient, suitable and serviceable uniforms or by mutual agreement be paid an allowance of \$8.00 per week as an allowance not subject to loading or penalty addition, for each week or part thereof on paid employment including periods of approved annual leave.
- (b) An Employee, on leaving the service of an Employer, shall return any uniform or part thereof provided by that Employer which is still in use by him/her immediately prior to leaving.
- (c) Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance of \$0.50 per shift or

part thereof on duty or \$3.00 per week, whichever is the lesser amount.

53 UNION DELEGATES RIGHTS

- (a) The Employer recognises the right of all Employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through his/her union.
- (b) The Employer will recognise delegates from HACSU and from the ANF in each workplace, upon receipt of written notification from each of the respective Unions. The recognition of delegates by the Employer is nothing more than acknowledgment and there are no assumed conditions attached to recognising delegates.
- (c) A delegate will be released from work to attend union business in accordance with the following:
 - (i) up to five (5) days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - (ii) up to three (3) days leave to attend a relevant union conference;
 - (iii) a minimum of four (4) weeks' written notice, or less by agreement, must be provided to the Employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - (iv) subject to operational requirements an Employer shall not unreasonably refuse such a request.
- (d) A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- (e) A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

54 UNSCHEDULED CANCELLATIONS

54.1 Single Client Engagement

Where an Employee arrives to deliver services to a single client and an unscheduled cancellation occurs (eg client not home) the Employee will be paid for the minimum

engagement of two hours.

54.2 Multiple Client Engagement

- (a) Where an unscheduled cancellation (client not home or client declines services or part thereof) occurs on an engagement where the Employee has more than one client scheduled, the Employee will be paid for the time that they were scheduled to deliver services to that client.
- (b) Should the event arise that all clients scheduled on any particular engagement become unscheduled cancellations, the minimum engagement of two hours will be paid.

54.3 Rostered Homecare Service Cancellation

Where a client cancels or changes the rostered homecare service, an Employee will be provided with notice of a change of roster by 5:00pm the day before and in such circumstances no payment will be paid to the Employee. Where a cancellation occurs and notice is not given, the Employee will be paid for the time they were scheduled to deliver services or the minimum engagement of two hours, whichever is the greater.

54.4 Make-Up Time

- (a) Rather than make the payments referred to in clauses 54.1, 54.2, or 54.3 the Employer may direct the Employee, on the day and for the time of the service was scheduled, to undertake alternate duties for the period of time so engaged.
- (b) Travel allowance will be applicable and payable as provided for in clause 50. The travel time will be counted as time worked and paid for at the rate specified in 50(b).
- (c) The work done as make-up time will be appropriate to the skill levels and knowledge of the Employee and the Employer will take fair and reasonable account of the Employee's workload and any relevant circumstances. Outreach carers will not be required to work as residential Extended Care Assistants without his/her agreement.

55 WAGE INCREASES

The wages of Employees as provided for in this Agreement and attached in Schedule 1 will be increased by the percentage as follows or the Fair Work Australia's Minimum Wage Panel's annual increase, whichever is the greater:

- (a) 3% from the first full pay period commencing on or after 1 July 2012
- (b) 3% from the first full pay period commencing on or after 1 July 2013

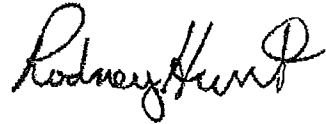
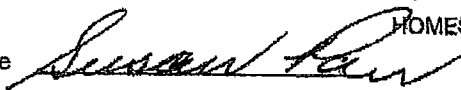
- (c) 3% from the first full pay period commencing on or after 1 July 2014
- (d) 3% from the first full pay period commencing on or after 1 July 2015


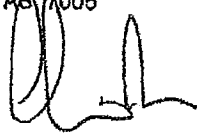
56 FUTURE NEGOTIATIONS

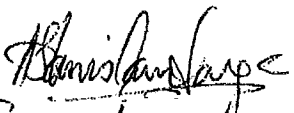

- (a) The Employer agrees to commence bargaining with the Employees and the relevant Employees and his/her nominated representatives for a new enterprise agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (b) Before submitting a variation, termination or replacement agreement for the approval of the Employees covered by the agreement, the Employer will negotiate with the relevant Employees and his/her nominated representatives.
- (c) Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all Employees.

SIGNING PAGE

EXECUTED as an agreement this day of 2012.

Signatory Witnessed by 
Name Susan Parr Name ROD HUNT
Address 142 Davey Street Address 149 CAMPBELL ST
Hobart TAS 7000 HOBART, 7000
Title Chief Executive Officer Signed for and on behalf of the ST. ANN'S
HOMES INC. PTY LTD
Signature 

Signatory Witnessed by 
Name Chris Brown Name JAMES EDINGTON
Address 11 Clare Street Address 7 MORGAN ST
New Town TAS 7005 REEMOND TAS 7025
Title Secretary Signed for and on behalf of the HEALTH SERVICES
UNION
Signature 

Signatory Witnessed by 
Name Neroli Ellis Name AGNES STANISLAUS-LARGE
Address 182 Macquarie Street Address 47 PITCAIRN STREET
Hobart TAS 7000 GLENORCHY TAS 7010.
Title Secretary Signed for and on behalf of the AUSTRALIAN
NURSING FEDERATION TASMANIAN BRANCH
Signature 

SCHEDULE 1

Ordinary Hourly Rates

Level	Classifications	First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2014		
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Casual - Ordinary Hourly Rate (Loaded Rate)
	General Staff						
Level 1	Service Employee Level 1	16.91	21.14				
	Administration - Adult Entry Level	16.98	21.23				
	Administration - entry level, Under 17 years	12.72	15.90				
	Administration - entry level, 17 to 18 years	13.51	16.89				
	Administration - entry level, 18 to 19 years	14.48	18.10				

		First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2013			First Full Pay Period after 1 July 2014		
Level	Classifications	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	
	Administration - entry level, 19 to 20 years	15.46	19.33							
	Administration - entry level, 20 to 21 years	16.34	20.43							
Level 2	Level 1 - Trainee ECA	17.17	21.46							
	Service Employee Level 2	17.46	21.83							
	Administration Level 1A	17.69	22.11							
	Administration Level 1B	17.69	22.11							
	Administration - entry level, Under 17 years	13.02	16.28							
	Administration - entry level, 17 to 18 years	13.80	17.25							

Level	Classifications	First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2013			First Full Pay Period after 1 July 2014		
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	
	Administration - entry level, 18 to 19 years	14.80	18.50							
	Administration - entry level, 19 to 20 years	15.76	19.70							
	Administration - entry level, 20 to 21 years	16.63	20.79							
	ECA - Under 17	12.69	15.86							
	ECA - 17 to 18 years	13.53	16.91							
	ECA - 18 to 19 years	14.55	18.19							
	ECA - 19 to 20 years	15.58	19.48							
	ECA - 20 to 21 years	16.33	20.41							
Level 3	Level 1 - Trainee ECA (no	17.46	21.83							

Level	Classifications	First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2014		
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	
	qualification)						
	Level 2 - ECA (no qualification)	18.01	22.51				
	Level 3 - ECA (no qualification)	18.23	22.79				
	Diversional Therapist Level 4	18.39	22.99				
	Service Employee Level 3	18.15	22.69				
	Administration Level 1B	18.22	22.78				
	Administration Level 2A	18.33	22.91				
	Administration Level 2B	18.39	22.99				
	Administration Level 3A	18.39	22.99				

First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2014			
Level	Classifications	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
	Administration Level 3B	18.89	23.61		
	Administration - entry level, Under 17 years	13.31	16.64		
	Administration - entry level, 17 to 18 years	14.10	17.63		
	Administration - entry level, 18 to 19 years	15.07	18.84		
	Administration - entry level, 19 to 20 years	16.05	20.06		
	Administration - entry level, 20 to 21 years	16.92	21.15		
	ECA - Under 17	12.99	16.24		
	ECA - 17 to 18 years	13.82	17.28		
	ECA - 18 to 19 years	14.85	18.56		

Level	Classifications	First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2013		First Full Pay Period after 1 July 2014	
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
	ECA - 19 to 20 years	15.88	19.85				
	ECA - 20 to 21 years	16.61	20.76				
Level 4	Level 1 - Trainee ECA (Employee holding a Cert 3)	17.55	21.94				
	Level 2 - ECA (Employee holding a Cert 3)	18.11	22.64				
	Level 3 - ECA (Employee holding a Cert 3)	18.32	22.90				
	Level 4 - ECA (Employee holding a Cert 3)	18.51	23.14				
	Diversional Therapist Level	18.51	23.14				

Level	Classifications	First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2013		First Full Pay Period after 1 July 2014	
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
	4						
	Service Employee Level 4	18.60	23.25				
	Service Employee Level 5	19.21	24.01				
	Administration Level 4	19.21	24.01				
	Administration - entry level, Under 17 years	13.40	16.75				
	Administration - entry level, 17 to 18 years	14.18	17.73				
	Administration - entry level, 18 to 19 years	15.16	18.95				
	Administration - entry level, 19 to 20 years	16.14	20.18				
	Administration - entry level, 20	17.02	21.28				

Level	Classifications	First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2013			First Full Pay Period after 1 July 2014		
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)		
	to 21 years									
	ECA - Under 17	13.07	16.34							
	ECA - 17 to 18 years	13.92	17.40							
	ECA - 18 to 19 years	14.95	18.69							
	ECA - 19 to 20 years	15.97	19.96							
	ECA - 20 to 21 years	16.71	20.89							
Level 5	Level 5 - ECA	19.02	23.78							
	Divisional Therapist Level 5**	19.02	23.78							
	Service Employee Level 5	19.23	24.04							

Level	Classifications	First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2013			First Full Pay Period after 1 July 2014		
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	
	Administration Level 4	19.23	24.04							
	Administration Level 5	19.80	24.75							
	Administration Level 6	20.17	25.21							
	ECA - Under 17	13.34	16.68							
	ECA - 17 to 18 years	14.18	17.73							
	ECA - 18 to 19 years	15.20	19.00							
	ECA - 19 to 20 years	16.23	20.29							
	ECA - 20 to 21 years	16.97	21.21							
Level 6	Service Employee Level 6	20.25	25.31							

Level	Classifications	First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2013		First Full Pay Period after 1 July 2014	
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
	Service Employee Level 7	20.26	25.33				
Level 7	Level 5 - ECA	19.61	24.51				
	Service Employee Level 7	20.63	25.79				
	Service Employee Level 8	21.05	26.31				
	Administration Level 6	20.63	25.79				
	Administration Level 7	21.33	26.66				
	Administration - entry level, Under 17 years	14.26	17.83				
	Administration - entry level, 17 to 18 years	15.04	18.80				

First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2013			First Full Pay Period after 1 July 2014		
Level	Classifications	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
	Administration - entry level, 18 to 19 years	16.02	20.03				
	Administration - entry level, 19 to 20 years	16.98	21.23				
	Administration - entry level, 20 to 21 years	17.87	22.34				
	ECA - Under 17	13.93	17.41				
	ECA - 17 to 18 years	14.77	18.46				
	ECA - 18 to 19 years	15.79	19.74				
	ECA - 19 to 20 years	16.82	21.03				
	ECA - 20 to 21 years	17.56	21.95				

		First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2014		
Level	Classifications	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
	Nursing Staff						
EN Level 1	1 st year of service	21.67	27.09				
	2 nd year of service	22.12	27.65				
	3 rd year of service	22.58	28.23				
	4 th year of service	23.04	28.80				
	5 th year of service	23.50	29.38				
EN Level 2	1 st year of service	23.85	29.81				
	2 nd year of service	24.31	30.39				
RN Level 1	1 st year of service	23.73	29.66				

Level	Classifications	First Full Pay Period after 1 July 2012			First Full Pay Period after 1 July 2013			First Full Pay Period after 1 July 2014		
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Casual - Ordinary Hourly Rate (Loaded Rate)
	2 nd year of service	24.88	31.10							
	3 rd year of service	26.03	32.54							
	4 th year of service	27.17	33.96							
	5 th year of service	28.32	35.40							
	6 th year of service	29.47	36.84							
	7 th year of service	30.62	38.28							
	8 th year of service & thereafter	31.76	39.70							
RN Level 2	1 st year of service	32.91	41.14							
	2 nd year of service	33.47	41.84							

Level	Classifications	First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2014	
		Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
	3 rd year of service	34.44	43.05		
	4 th year of service & thereafter	35.21	44.01		
RN Level 3	1 st year of service	36.64	45.80		
	2 nd year of service	37.50	46.88		
	3 rd year of service	38.36	47.95		
	4 th year of service & thereafter	39.23	49.04		
	Outreach Staff				
Level 1	Level 1	18.95	23.69		

First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2013		First Full Pay Period after 1 July 2014	
Level	Classifications	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)	Ordinary Hourly Rate	Casual - Ordinary Hourly Rate (Loaded Rate)
Level 2	Level 2	19.61	24.51		
Level 3	Level 3	20.21	25.26		
Level 4	Level 4	21.52	26.90		
Level 5	Level 5	22.84	28.55		

First Full Pay Period after 1 July 2012 First Full Pay Period after 1 July 2013 First Full Pay Period after 1 July 2014

First Full Pay Period after 1 July 2012		First Full Pay Period after 1 July 2013		First Full Pay Period after 1 July 2014	
Allowances					
Buddy/ Preceptor/ Orientation Allowance (Hour)	2.06				

	First Full Pay Period after 1 July 2012 2.58	First Full Pay Period after 1 July 2013	First Full Pay Period after 1 July 2014	First Full Pay Period after 1 July 2014
On Call Allowance (Hour)				
On Call Allowance (Minimum Payment Day or Shift)	20.60			
	2.58			
Remote Call (Hour)				
Remote Call Allowance (Minimum Payment Day or Shift)	20.60			
Outreach Coordinator Phone Allowance (Per Week)	51.50			
	2.06			
Foul and Nauseous Linen (Hour)				
	20.00			
In Charge Allowance (Shift)				
	24.35			
Breakfast				
	27.35			
Lunch				

	First Full Pay Period after 1 July 2012 46.70	First Full Pay Period after 1 July 2013	First Full Pay Period after 1 July 2014	First Full Pay Period after 1 July 2014
Dinner				
Meal Allowance if required to work Overtime without requisite notification	15.45			
Accommodation	120.51			
Incidentals	17.85			
Uniforms	8.24			
Laundry (Shift)	0.52			
Laundry (Week)	3.09			

SCHEDULE 2

Classifications General Employees

1. Aged care Employee – Level 1

(a) Entry Level:

- (i) An Employee who has less than three months' work experience in the industry and performs basic duties.
- (ii) An Employee at this level:
 - (A) Works within established routines, methods and procedures;
 - (B) Has minimal responsibility, accountability or discretion;
 - (C) Works under direct or routine supervision, either individually or in a team; and
 - (D) Requires no previous experience or training.

(b) Indicative tasks performed at this level are:

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

2. Aged care Employee – Level 2

(a) An Employee at this level:

- (i) Is capable of prioritising work within established routines, methods and procedures;
- (ii) Is responsible for work performed with a limited level of accountability or discretion;
- (iii) Works under limited supervision, either individually or in a team;
- (iv) Possesses sound communication skills; and
- (v) Requires specific on-the-job training and/or relevant skills, training or experience.

(b) Indicative tasks performed at this level are:

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

3. Aged Care Employee – Level 3

(a) An Employee at this level:

- (i) Is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- (ii) Is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- (iii) Works under limited supervision, either individually or in a team (non admin/clerical);
- (iv) Possesses sound communication and/or arithmetic skills (non admin/clerical);
- (v) Requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- (vi) In the case of an admin/clerical Employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

(b) Indicative tasks performed at this level are:

General and administrative services	Food Services	Personal Care
General clerk/Typist (second and subsequent years of service)	Cook	Personal care worker grade 2
Receptionist		Recreational/Lifestyle activities officer (unqualified)

General and administrative services	Food Services	Personal Care
Pay Clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		

4. Aged care Employee – Level 4

(a) An Employee at this level:

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

(b) Indicative tasks performed at this level are:

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

5. Aged care Employee – Level 5

(a) An Employee at this level:

- (i) Is capable of functioning semi-autonomously, and prioritising his/her own work within established policies, guidelines and procedures;
- (ii) Is responsible for work performed with a substantial level of accountability;
- (iii) Works either individually or in a team;
- (iv) May assist with supervision of others;
- (v) Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical)'
- (vi) May require basic computer knowledge or be required to use a computer on a regular basis;
- (vii) Possesses administrative skills and problem solving abilities;
- (viii) Possesses well developed communication, interpersonal and/or arithmetic skills; and
- (ix) Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(b) Indicative tasks performed at this level are:

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

6. Aged care Employee – Level 6

(a) An Employee at this level:

- (i) Is capable of functioning with a high level of autonomy, and prioritising his/her work within established policies, guidelines and procedures;
- (ii) Is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) Works either individually or in a team;
- (iv) May require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (v) Possesses administrative skills and problem solving abilities;
- (vi) Possesses well developed communication, interpersonal and/or arithmetic skills; and

- (vii) May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed at this level are:

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

7. Aged care Employee – Level 7

(a) An Employee at this level:

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

(b) Indicative task performed at this level are:

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

Nursing Classifications

1. Enrolled nurses

- (a) Enrolled nurse—pay point 1
 - (i) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
 - (ii) An employee will be appointed based on training and experience including:
 - (A) having satisfactorily completed a course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - (B) having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Australian Health Practitioners Regulation Agency as an Enrolled Nurse (Division 2): and
 - (C) having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
 - (iii) Skill indicators
 - (A) The employee has limited or no practical experience of current situations; and
 - (B) The employee exercises limited discretionary judgment, not yet developed by practical experience.
- (b) Enrolled nurse—pay point 2
 - (i) Pay point 2 refers to the pay point to which an EN has been appointed.
 - (ii) An employee will be appointed to this pay point based on training and experience including:
 - (A) having satisfactorily completed a course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or

(B) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and

(C) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(iii) Skill indicators

The employee is required to demonstrate some of the following in the performance of his/her work:

(A) a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;

(B) an ability to relate theoretical concepts to practice; and/or

(C) requiring assistance in complex situations and in determining priorities.

(c) Enrolled nurse—pay point 3

(i) Pay point 3 refers to the pay point to which an EN has been appointed.

(ii) An employee will be appointed to this pay point based on training and experience including:

(A) not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and

(B) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(iii) Skill indicators

The employee is required to demonstrate some of the following in the performance of his/her work:

(A) an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;

(B) observation and assessment skills to recognise and report deviations from stable conditions;

- (C) flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
 - (D) communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.
- (d) Enrolled nurse—pay point 4
- (i) Pay point 4 refers to the pay point to which an EN has been appointed.
 - (ii) An employee will be appointed to this pay point based on training and experience including:
 - (A) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
 - (B) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
 - (iii) Skill indicators

The employee is required to demonstrate some of the following in the performance of his/her work:

 - (A) speed and flexibility in accurate decision making;
 - (B) organisation of own workload and ability to set own priorities with minimal direct supervision;
 - (C) observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
 - (D) communication and interpersonal skills to meet psychosocial needs of individual/groups.
- (e) Enrolled nurse—pay point 5
- (i) Pay point 5 refers to the pay point to which an EN has been appointed.
 - (ii) An employee will be appointed to this pay point based on training and experience including:
 - (A) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the

experience, skill and knowledge requirements specified for pay point 4; and

(B) the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(iii) Skill indicators

The employee is required to demonstrate some of the following in the performance of his/her work:

(A) contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;

(B) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

(C) efficiency and sound judgment in identifying situations requiring assistance from an RN.

2. Registered nurses

(a) Registered nurse—level 1 (RN1)

(i) An employee at this level performs his/her duties:

(A) according to his/her level of competence; and

(B) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

(ii) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

(A) delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;

(B) coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;

(C) providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;

- (D) providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - (E) accepting accountability for the employee's own standards of nursing care and service delivery; and
 - (F) participating in action research and policy development within the practice setting.
- (b) Registered nurse—level 2 (RN2)
- (i) An employee at this level:
 - (A) holds any other qualification required for working in the employee's particular practice setting; and
 - (B) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this clause on a continuing basis.

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

- (ii) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.
- (iii) Duties of a **Clinical nurse** will substantially include, but are not confined to:
 - (A) delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
 - (B) providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
 - (C) being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
 - (D) acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
 - (E) assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

(c) Registered nurse—level 3 (RN3)

(i) An employee at this level:

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

An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

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

- (A) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff and patient/client education;
 - staff selection, management, development and appraisal;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
 - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

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

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

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

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;

- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
 - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.
- (d) Registered nurse—level 4 (RN4)

(i) An employee at this level:

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

An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

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

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

- (A) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality

nursing care;

- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(B) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;

- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(C) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:

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

(e) Registered nurse level 5—(RN5)

(i) An employee at this level:

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

An employee at this level may also be known as a Director of nursing.

- (ii) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (iii) In addition to the duties of an RN4, an employee at this level will perform the following duties:
 - (A) being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - (B) participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - (C) providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - (D) providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - (E) managing the budget of the nursing division of the health unit;
 - (F) ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - (G) complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

1. Outreach Employee level 1

(a) Characteristics of the level

- (i) A person employed as an Outreach Employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (ii) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (iii) Freedom to act is limited by standards and procedures. However, with experience, Employees at this level may have sufficient freedom to exercise judgment in the planning of his/her own work within those confines.
- (iv) Positions at this level will involve Employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (v) Employees will be responsible for the time management of his/her work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (vi) Supervision of other staff or volunteers is not a feature at this level. However, an experienced Employee may have technical oversight of a minor work activity.
- (vii) At this level, Employers are expected to offer substantial internal and/or external training.

(b) Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (i) undertake routine activities of a clerical and/or support nature;
- (ii) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (iii) provide routine information including general reception and telephonist duties;

- (iv) provide general stenographic duties;
- (v) apply established practices and procedures;
- (vi) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (vii) resident contact and interaction including attending to his/her personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (viii) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for Employees engaged in responsibilities which are prescribed by 1(b)(viii) is pay point 2.

(c) Requirements of the position

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

- (i) Skills, knowledge, experience, qualifications and/or training
 - (A) developing knowledge of the workplace function and operation;
 - (B) basic knowledge of administrative practices and procedures relevant to the workplace;
 - (C) a developing knowledge of work practices and policies of the relevant work area;
 - (D) basic numeracy, written and verbal communication skills relevant to the work area;
 - (E) at this level Employers are required to offer substantial on-the-job training.
- (ii) Organisational relationships

Work under direct supervision.
- (iii) Extent of authority
 - (A) Work outcomes are clearly monitored.
 - (B) Freedom to act is limited by standards and procedures.

- (C) Solutions to problems are found in established procedures and instructions with assistance readily available.
 - (D) Project completion according to instructions and established procedures.
 - (E) No scope for interpretation.
- (iv) Progression
- An Employee primarily engaged in responsibilities which are prescribed by 1(b)(vii) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

2. Outreach Employee level 2

(a) Characteristics of the level

- (i) A person employed as an Outreach Employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (ii) General features at 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 practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, Employees may be required to assist senior workers with specific projects.
- (iii) Employees will be expected to have an understanding of work procedures relevant to his/her work area and may provide assistance to lower classified Employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (iv) Employees will be responsible for managing time, planning and organising his/her own work and may be required to oversee and/or guide the work of a limited number of lower classified Employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

- (v) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (vi) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

(b) Responsibilities

A position at this level may include some of the following:

- (i) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (ii) achieve outcomes which are clearly defined;
- (iii) respond to enquiries;
- (iv) assist senior Employees with special projects;
- (v) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (vi) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (vii) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (viii) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (ix) assist in calculating and maintaining wage and salary records;
- (x) assist with administrative functions;
- (xi) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

- (xii) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (xiii) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (xiv) possessing an appropriate qualification (as identified by the Employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in clause 1(b).

(c) Requirements of the position

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

- (i) Skills, knowledge, experience, qualification and/or training
 - (A) basic skills in oral and written communication with clients and other members of the public;
 - (B) knowledge of established work practices and procedures relevant to the workplace;
 - (C) knowledge of policies relating to the workplace;
 - (D) application of techniques relevant to the workplace;
 - (E) developing knowledge of statutory requirements relevant to the workplace;
 - (F) Understanding of basic computing concepts.
- (ii) Prerequisites
 - (A) an appropriate certificate relevant to the work required to be performed;
 - (B) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - (C) appropriate on-the-job training and relevant experience; or
 - (D) entry point for a diploma without experience.
- (iii) Organisational relationships

- (A) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under 2(b) being undertaken;
 - (B) provide limited guidance to a limited number of lower classified Employees.
- (iv) Extent of authority
- (A) work outcomes are monitored;
 - (B) have freedom to act within established guidelines;
 - (C) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

3. Outreach Employee level 3

(a) Characteristics of this level

- (i) A person employed as an Outreach Employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (ii) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior Employees. Employees may receive instruction on the broader aspects of the work. In addition, Employees may provide assistance to lower classified Employees.
- (iii) Positions at this level allow Employees the scope for exercising initiative in the application of established work procedures and may require the Employee to establish goals/objectives and outcomes for his/her own particular work program or project.
- (iv) At this level, Employees may be required to supervise lower classified staff or volunteers in his/her day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

- (v) Employees will be responsible for managing and planning his/her own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (vi) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (vii) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 2. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3.

(b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (i) undertake responsibility for various activities in a specialised area;
- (ii) exercise responsibility for a function within the organisation;
- (iii) allow the scope for exercising initiative in the application of established work procedures;
- (iv) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an Employee within the workplace;
- (v) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (vi) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the Employee;
- (vii) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to

medium sized organisations whose responsibility includes the security/integrity of the system;

- (viii) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior Employee;
- (ix) supervise a limited number of lower classified Employees or volunteers;
- (x) allow the scope for exercising initiative in the application of established work procedures;
- (xi) deliver single stream training programs;
- (xii) co-ordinate elementary service programs;
- (xiii) provide assistance to senior Employees;
- (xiv) where prime responsibility lies in a specialised field, Employees at this level would undertake at least some of the following:
 - (A) undertake some minor phase of a broad or more complex assignment;
 - (B) perform duties of a specialised nature;
 - (C) provide a range of information services;
 - (D) plan and co-ordinate elementary community-based projects or programs;
 - (E) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (xv) in the delivery of disability services as described in clauses 1(b) or 2(b), taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other Employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

(c) Requirements of the job

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

- (i) Skills, knowledge, experience, qualifications and/or training
 - (A) thorough knowledge of work activities performed within the workplace;

- (B) sound knowledge of procedural/operational methods of the workplace;
 - (C) may utilise limited professional or specialised knowledge;
 - (D) working knowledge of statutory requirements relevant to the workplace;
 - (E) ability to apply computing concepts.
- (ii) Prerequisites
- (A) entry level for a relevant three year degree—pay point 2;
 - (B) entry level for a relevant four year degree—pay point 3;
 - (C) associate diploma with relevant experience; or
 - (D) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- (iii) Organisational relationships
- (A) graduates work under direct supervision;
 - (B) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under 3(b) being undertaken;
 - (C) operate as member of a team;
 - (D) supervision of other Employees.
- (iv) Extent of authority
- (A) graduates receive instructions on the broader aspects of the work;
 - (B) freedom to act within defined established practices;
 - (C) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

4. Outreach Employee level 4

(a) Characteristics of this level

- (i) A person employed as an Outreach Employee level 4 will work under general direction in functions that require the application of skills and

knowledge appropriate to the work. Generally guidelines and work procedures are established.

- (ii) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, Employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (iii) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in his/her relevant discipline.
- (iv) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (v) Employees require skills in managing time, setting priorities, planning and organising his/her own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (vi) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

(b) Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (i) undertake activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (ii) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (iii) identification of specific or desired performance outcomes;
- (iv) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (v) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment

and contribute critical knowledge and skills where procedures are not clearly defined;

- (vi) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (vii) provide administrative support of a complex nature to senior Employees;
- (viii) exercise responsibility for various functions within a work area;
- (ix) provide assistance on grant applications including basic research or collection of data;
- (x) undertake a wide range of activities associated with program activity or service delivery;
- (xi) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (xii) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (xiii) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (xiv) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (xv) where the prime responsibility lies in a specialised field, Employees at this level would undertake at least some of the following:
 - (A) liaise with other professionals at a technical/professional level;
 - (B) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (C) lead a team within a specialised project;
 - (D) provide a reference, research and/or technical information service;
 - (E) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;

- (F) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (G) assist senior Employees with the planning and co-ordination of a community program of a complex nature.
- (c) Requirements of the position
- Some or all of the following are needed to perform work at this level:
- (i) Skills, knowledge, experience, qualifications and/or training
 - (A) knowledge of statutory requirements relevant to work;
 - (B) knowledge of organisational programs, policies and activities;
 - (C) sound discipline knowledge gained through experience, training or education;
 - (D) knowledge of the role of the organisation and its structure and service;
 - (E) specialists require an understanding of the underlying principles in the discipline.
 - (ii) Prerequisites
 - (A) relevant four year degree with one year's relevant experience;
 - (B) three year degree with two years of relevant experience;
 - (C) associate diploma with relevant experience;
 - (D) lesser formal qualifications with substantial years of relevant experience; or
 - (E) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
 - (iii) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
 - (iv) Employees working as sole Employees will commence at this level.
 - (v) Organisational relationships
 - (A) works under general direction;
 - (B) supervises other staff and/or volunteers or works in a specialised field.

- (vi) Extent of authority
 - (A) required to set outcomes within defined constraints;
 - (B) provides specialist technical advice;
 - (C) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (D) solutions to problems generally found in precedents, guidelines or instructions;
 - (E) assistance usually available.

5. Outreach Employee level 5

- (a) Characteristics of the level
 - (i) A person employed as an Outreach Employee level 5 will work under general direction from senior Employees. 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.
 - (ii) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
 - (iii) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. 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 expert advice to Employees classified at a lower level and volunteers.
 - (iv) 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 work flows in his/her area of responsibility which may include establishing work programs in small organisations.
 - (v) Employees are required to set priorities, plan and organise his/her own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition,

interpersonal skills are required to gain the co-operation of clients and staff.

- (vi) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

(b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (i) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (ii) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (iii) undertake a minor phase of a broader or more complex professional assignment;
- (iv) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (v) set priorities and monitor work flow in the areas of responsibility;
- (vi) provide expert advice to Employees classified at lower levels and/or volunteers;
- (vii) exercise judgment and initiative where procedures are not clearly defined;
- (viii) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (ix) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (x) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (xi) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;

- (xii) operate as a specialist Employee in the relevant discipline where decisions made and taken rest with the Employee with no reference to a senior Employee;
- (xiii) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (xiv) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (xv) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (xvi) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (xvii) where the prime responsibility lies in professional services, Employees at this level would undertake at least some of the following:
 - (A) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (B) exercise professional judgment within prescribed areas;
 - (C) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (D) provide reports on progress of program activities including recommendations;
 - (E) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (F) plan, develop and operate a community service organisation of a moderately complex nature.

(c) Requirements of the position

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

- (i) Skills, knowledge, experience, qualifications and/or training
 - (A) knowledge of organisational programs, policies and activities;
 - (B) sound discipline knowledge gained through experience;
 - (C) knowledge of the role of the organisation, its structure and services.

- (ii) Prerequisites
 - (A) relevant degree with relevant experience;
 - (B) associate diploma with substantial experience;
 - (C) qualifications in more than one discipline;
 - (D) less formal qualifications with specialised skills sufficient to perform at this level; or
 - (E) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- (iii) Organisational relationships
 - (A) work under general direction;
 - (B) supervise other Employees and/or volunteers.
- (iv) Extent of authority
 - (A) exercise a degree of autonomy;
 - (B) control projects and/or programs;
 - (C) set outcomes for lower classified staff;
 - (D) establish priorities and monitor work flow in areas of responsibility;
 - (E) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

6. Outreach Employee level 6

- (a) Characteristics of the level
 - (i) A person employed as an Outreach Employee level 6 will operate under limited direction from senior Employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
 - (ii) General features at 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 management of the organisation, assist or prepare budgets, establish procedures and

work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other Employees. Employees may be required to negotiate matters on behalf of the organisation.

- (iii) 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 co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (iv) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (v) 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 staff. Employees will be required to understand and implement effective staff management and personnel practices.

(b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (i) undertake significant projects and/or functions involving the use of analytical skills;
- (ii) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (iii) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

- (iv) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to his/her development;
- (v) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (vi) provide advice on matters of complexity within the work area and/or specialised area;
- (vii) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (viii) exercise autonomy in establishing the operation of the work area;
- (ix) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (x) where the prime responsibility lies in a specialised field an Employee at this level would undertake at least some of the following:
 - (A) provide support to a range of activities or programs;
 - (B) control and co-ordinate projects;
 - (C) contribute to the development of new procedures and methodology;
 - (D) provide expert advice and assistance relevant to the work area;
 - (E) supervise/manage the operation of a work area and monitor work outcomes;
 - (F) supervise on occasions other specialised staff;
 - (G) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (H) provide consultancy services for a range of activities.

(c) Requirements of the position

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

- (i) Skills, knowledge, experience, qualification and/or training
 - (A) comprehensive knowledge of organisation policies and procedures;

- (B) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
 - (C) specialist knowledge gained through experience, training or education;
 - (D) appreciation of the long term goals of the organisation;
 - (E) detailed knowledge of program activities and work practices relevant to the work area;
 - (F) knowledge of organisation structures and functions;
 - (G) comprehensive knowledge of requirements relevant to the discipline.
- (ii) Prerequisites
- (A) degree with substantial experience;
 - (B) post graduate qualification;
 - (C) associate diploma with substantial experience;
 - (D) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (iii) Organisational relationships
- (A) works under limited direction from senior Employees of the Committee of Management or Board;
 - (B) supervision of staff.
- (iv) Extent of authority
- (A) exercise a degree of autonomy;
 - (B) may manage a work area or medium to large organisation or multi-worksite organisation;
 - (C) has significant delegated authority;
 - (D) selection of methods and techniques based on sound judgment;
 - (E) manage significant projects and/or functions;
 - (F) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

7. Outreach Employee level 7

(a) Characteristics of the level

- (i) A person employed as a Community services Employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (ii) General features at this level require Employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (iii) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other Employees and/or sections.
- (iv) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (v) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (vi) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

(b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (i) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (ii) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (iii) develop work practices and procedures for various projects;

- (iv) establish work area outcomes;
- (v) prepare budget submissions for senior officers and/or the organisation;
- (vi) develop and implement significant operational procedures;
- (vii) review operations to determine his/her effectiveness;
- (viii) develop appropriate methodology and apply proven techniques in providing specialised services
- (ix) where prime responsibility lies in a professional field an officer at this level:
 - (A) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (B) provides a consultancy service to a wide range of clients;
 - (C) functions may involve complex professional problem solving;
 - (D) provides advice on policy method and contributes to its development.

(c) Requirements of the position

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

- (i) Skills, knowledge, experience, qualification and/or training
 - (A) comprehensive knowledge of policies and procedures;
 - (B) application of a high level of discipline knowledge;
 - (C) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - (D) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - (E) a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (ii) Organisational relationships
 - (A) works under limited direction;
 - (B) normally supervises other Employees and establishes and monitors work outcomes.

- (iii) Extent of authority
 - (A) may manage section or organisation;
 - (B) has significant delegated authority;
 - (C) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

8. Outreach Employee level 8

(a) Characteristics of this level

- (i) A person employed as an Outreach Employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, Employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (ii) A person employed as an Outreach Employee level 8 will be subject to broad direction from management/the Employer and will exercise managerial responsibility for an organisation. In addition, Employees may operate as a senior specialist providing multi-functional advice to other professional Employees, the Employer, Committee or Board of Management.
- (iii) General features of this level require the Employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (iv) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (v) In addition, Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (vi) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to

new problems and opportunities which may be outside of the original field of specialisation.

- (vii) Positions at this level will demand responsibility for decision-making within 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 programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (viii) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

(b) Responsibilities

A position at this level may include some of or similar responsibilities to:

- (i) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (ii) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (iii) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (iv) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (v) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (vi) administer complex policy and program matters;
- (vii) may offer consultancy service;
- (viii) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (ix) where the prime responsibility is in a specialised field, Employees at this level would undertake at least some of the following:
 - (A) contribute to the development of operational policy;

- (B) assess and review the standards of work of other specialised personnel/external consultants;
 - (C) initiate and formulate organisational programs;
 - (D) implement organisational objectives within corporate goals;
 - (E) develop and recommend ongoing plans and programs.
- (c) Requirements of the position
- Some or all of the following are needed to perform work at this level:
- (i) Skills, knowledge, experience, qualification and/or training
 - (A) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - (B) detailed knowledge of statutory requirements.
 - (ii) Prerequisites
 - (A) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - (B) substantial post graduate experience;
 - (C) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - (D) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

30 November 2012

Commission Anne Gooley
Fair Work Australia
GPO Box 1194
MELBOURNE VIV 3001

By email: gooley.c@fwa.gov.au

Dear Commissioner,

RE: MATTER NO. AG 2012/11436 ST. ANN'S HOMES INC ENTERPRISE AGREEMENT 2012

We refer to your email of 11 October 2012 and discussions during the conference on 26 October 2012 via video link, in response to the Agreement. St. Ann's will make the undertakings you consider necessary to approve the Agreement. The Undertakings (set out below) are made in accordance with Section 190 of the Act, and will continue whilst the proposed Agreement is in operation.

St Ann's responses to each of the matters you raise have been considered in consultation with the ANF and HACSU and the undertakings are supported by all parties.

Undertakings

- (a) Including the NES definition of "immediate family" and ancillary definitions to the agreement.

"immediate family" of a national system employee means:

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

"spouse" includes a former spouse

"de facto partner" of a national system employee:

(a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

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

- (b) Not to apply clause 27.4 (b) and confirming the parties intent to

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Together we care

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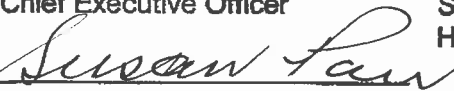
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not count any public holiday as part of annual leave.

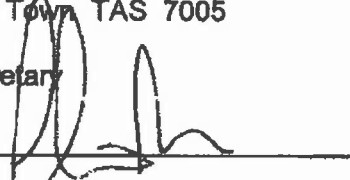
(c) Not to apply clause 31.5 which dealt with the pre-payment of leave for part-time employees.

(d) To include a subclause (iv) to clause 34(b) Overtime:


(iv) *For a part-time employee, all time worked in excess of their rostered hours on any one day, unless an agreement has been entered into as described at Clause 31.3(b) and (c). Such an agreement will not affect payment of overtime as described at subclauses (i)-(iii) of this Clause.*

Signatory
Name Susan Parr
Address 142 Davey Street
Hobart TAS 7000
Title Chief Executive Officer
Signature 

Witnessed by *B Frazer*
Name Beth Frazer
Address 29 Tecoma Rd
Hobart TAS
Signed for and on behalf of the ST. ANN'S HOMES INC. PTY LTD

Signatory
Name Chris Brown
Address 11 Clare Street
New Town TAS 7005
Title Secretary
Signature 

Witnessed by *James Edgington*
Name James Edgington
Address 11 CLARE ST NEW TOWN TAS 7005
Signed for and on behalf of the HEALTH SERVICES UNION

Signatory
Name Neroli Ellis
Address 182 Macquarie Street
Hobart TAS 7000
Title Secretary
Signature 

Witnessed by *AGNES STANISLAUS-LARGE*
Name Stanislaus Large
Address 47 PITCAIRN STREET
GLENORCHY TAS 7010
Signed for and on behalf of the AUSTRALIAN NURSING FEDERATION TASMANIAN BRANCH