



## DECISION

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

**Mary's Grange Incorporated T/A Mary's Grange**  
(AG2014/10997)

### **HACSU MARY'S GRANGE INC. NON NURSING STAFF AGREEMENT 2014**

Tasmania

COMMISSIONER LEE

MELBOURNE, 5 MARCH 2015

*Application for approval of the HACSU Mary's Grange Inc. Non Nursing Staff Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *HACSU Mary's Grange Inc. Non Nursing Staff Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mary's Grange Incorporated T/A Mary's Grange. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 5 March 2015 and, in accordance with s.54 of the Act, will operate from 12 March 2015. The nominal expiry date of the Agreement is 31 July 2016.

  
COMMISSIONER

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**HACSU**

**MARY'S GRANGE INC**

**NON NURSING**

**AGREEMENT**

**2014**

**1. TITLE**

This Agreement shall be referred to as the HACSU Mary’s Grange Inc. Non Nursing Staff Agreement 2014.

**2. ARRANGEMENT**

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### 3. SCOPE OF AGREEMENT

This agreement shall apply to Mary's Grange Inc. in respect of the employment by the employer of employees as classified in Schedule B of this Agreement. Employees in Community Care Outreach are not included in this agreement.

### 4. AGREEMENT PARTIES

The parties to this agreement are as follows:

Mary's Grange Inc. ('the employer'),

The Health Services Union, Tasmania Branch;

The Australian Nursing and Midwifery Federation, Tasmanian Branch

Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

### 5. DATE AND PERIOD OF OPERATION

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

The Agreement shall expire on 31 July 2016, 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.

### 6. DEFINITIONS

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

**"Day worker"** means an employee whose ordinary hours are worked between 6.00am and 7.00pm Monday to Friday.

**"De facto partner"** means:

- A person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine basis (whether the employee and the person are of the same sex or different sexes);
- Includes a former de facto partner of the employee.

“**employee**” means an employee employed by the employer and covered by the scope of this Agreement.

“**employer**” means the Mary’s Grange Inc.

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

“**immediate family**” of an employee means:

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

“**NES**” means National Employment Standards

“**Shift worker**” means an employee other than a day worker who is required to work shifts in accordance with a roster. For the purpose of this Agreement they will also be referred to ‘rostered employees’

“**Spouse**” includes former spouse.

“**the Act**” means the *Fair Work Act 2010* (Cth)

## **7. PURPOSE OF AGREEMENT**

The key purpose of the Agreement is to improve employee’s wages and conditions to reward staff for the valued contribution they make within the Organisation.

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

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

## **8. DISPUTE RESOLUTION PROCEDURE**

- (A) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act), or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- (B) If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission for resolution using any of its powers (including powers under section 739(4) of the Act).
- (C) Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (D) The parties to the dispute and their representatives must act in good faith in relation to the dispute.

While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees and residents.

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

## 9. ADDITIONAL AVAILABLE HOURS

Mary's Grange Inc. understands that Part Time employees may want to work additional hours from time to time. Mary's Grange Inc. where safe, practicable and reasonable, will give priority to permanent part time staff to increase additional hours when other staff are on any form of leave.

## 10. ANNUAL LEAVE

### (A) Period of Leave

#### (i) Full-Time Employees

A full-time employee will be allowed the following annual leave after 12 months continuous service (less the period of annual leave):

- Administrative Employees 150 hours,
- All other employees 152 hours.

this leave is to be available annually in a period of 28 consecutive days.

#### (ii) Part-Time Employees

Part-time employees (excluding employees who attract a part-time loading in lieu of annual leave) will be entitled to annual leave based on the number of ordinary hours worked in the leave year.



The leave entitlement will be calculated on a pro-rata basis as follows:

Part-time hours worked p.a.

(including any. period of annual leave) x full-time leave entitlement

Full-time hours p.a. 1

(B) Additional Leave

(i) Employees on Roster

An employee required to work in on a roster will, in addition to the annual leave in subclause (A) above, be allowed 38 hours leave, to be taken in a period of seven consecutive days including non-working days.

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

**PROVIDED** that to receive this additional leave the employee must:

- a) Be regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker; and/or
- b) Work for more than four or more ordinary hours on 10 or more weekends.

Where an employee with 12 months continuous service works for part of the 12 month period on a roster, they will be entitled to have the period of annual leave in subclause (A) above increased by 7.6 hours for each two months they continuously work on a roster.

(ii) Executive Employees

The annual leave entitlement for executive employees will be increased by 38 hours where those employees are required in the normal course of their duties to attend meetings, committees or sub-committees outside their normal working hours.

(C) Public Holidays

- (i) For employees who do not work on a roster, the period of annual leave excludes any holidays with pay 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, added to the period of annual leave will be holiday leave equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.
- (ii) For full-time employees required to work in accordance with a roster, that employee will receive in addition to their period of annual leave, holiday leave equivalent to one day for each public holiday to which they are entitled, whether or not the holiday is observed on a day which, for that employee would have been a rostered day off.

For a part-time employee (excluding an employee who attracts the part-time loading in lieu of annual leave) who works on a roster they will receive in

addition to their period of annual leave, holiday leave equivalent to one day for each holiday with pay to which they are entitled, upon which they are rostered to work.

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

(D) Broken Leave

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

(E) Time of Taking Leave

Paid annual leave may be taken for a period agreed between an employee and his or her employer.

The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

(F) Payment in Lieu Annual Leave

Payment in lieu of Annual Leave may only be made as allowed by the National Employment Standard.

(G) Payment for Period of Leave

(i) An employee, before going on annual leave or additional leave provided for in subclause (B) above will be paid the amount of ordinary time wages they would have received had they not been on leave.

(ii) In addition to the entitlement provided for in paragraph (i) above, an employee will be paid the relevant rate of pay plus a loading of 17.5% per cent for any holiday leave provided for in paragraphs (ii) and (iii) of subclause (C) above.

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

(H) Proportionate Leave on Ending Service

After one month of continuous service in any qualifying 12 monthly period, if an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee will be paid at their ordinary rate of wage as follows:

(i) Full-Time Employees

12.67 hours for each completed month of continuous service and pro rata for an incomplete month.

(ii) Rostered Employees

15.83 hours for each completed month of continuous service in addition to entitlements provided for in subclause (B) above and pro rata for an incomplete month.

(iii) Part-Time Employees

Rostered employees - 9.6 per cent of the normal hours worked in each completed month of continuous service in addition to entitlements provided for in subclause (B) above and pro rata for an incomplete month.

(iv) Other Employees

7.7 per cent of the normal hours worked in each completed month of continuous service and pro rata for an incomplete month.

(I) Annual Leave Loading

During a period of annual leave (excluding leave provided for in subclause (C)) an employee will be paid an allowance, additional to their wages, calculated on the relevant wages for their classification as follows:

- (i) For an employee not working on a roster, 17.5 per cent of their classification rate immediately prior to going on annual leave plus, where applicable, any all-purpose payment payable to the employee concerned; or
- (ii) For an employee working on a roster, the wages equivalent to that which they would have received in accordance with their projected roster.
- (iii) However, if an allowance of 17.5 per cent in addition to the relevant rate of pay is greater than the projected roster, then the employee will be entitled to the provisions of paragraph (i) above and not the projected roster.

(J) Calculation of Continuous Service

For the purpose of this clause, service is continuous even where an employee is absent from work as a result of personal sickness or accident up to and including 91 days.

Any absence on account of personal sickness or accident in excess of 91 days in any 12 monthly period does not count towards calculation of continuous service.

(K) Employer Instigated Cancellation of Leave

- (i) 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, that employee is entitled to recover the costs from the employer.

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.

The employer will only be liable to pay that portion of the payment which is unrecoverable and which is not subject to an insurance claim or payment.

- (ii) 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.

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.

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.

- (iii) 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.

#### (L) Single Day Annual Leave

The employer and the majority of employees may agree to establish a system of single day annual leave absences provided that:

- (i) Where agreed an employee may take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed.
- (ii) An employee and employer may agree to defer payment of the annual leave loading on single day absences, until at least five consecutive annual leave days are taken.
- (iii) An employee or the employees may choose to request their union, to represent their interests in negotiations referred to in paragraph (i) above.
- (iv) Once a decision has been taken to introduce a system of single day annual leave, the terms must be set out in the time and wages records.
- (v) An employer must record these short term annual leave arrangements in the time and wages records.

## 11. CALL BACK

- (A) Except where otherwise specifically provided an employee recalled to work after leaving their workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement.
- (B) Where an employee is recalled to work and the payment at overtime rates described in subclause (A) above does not equal or exceed four hours pay at overtime rates, the employee will be paid four hours pay at overtime rates.
- (C) Where an employee is recalled to work a second time, and the recall is within the hours for which payment is already due under subclause (A) above, the time worked in the first and second recall will be combined for the purposes of calculating the payment due and will be calculated in accordance with subclause (B) above.
- (D) Where an employee is recalled to work a second time, and the recall is outside the hours for which payment is already due under subclause (B), the employee will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay at overtime rates, then the employee will be paid three hours pay at overtime rates.
- (E) Where an employee is recalled to work a third and subsequent time, payment will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay at overtime rates, then the employee will be paid three hours pay at overtime rates.
- (F) Time reasonably spent in getting to and from work will be regarded as time worked.
- (G) An employee who is recalled to work within two hours of their normal starting time will be paid at the overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed four hours pay at overtime rates, then the employee will be paid four hours pay at overtime rates.
- (H) An employee who is required to remain on 'remote call' (that is on call for duty and allowed to leave the workplace) will be paid \$0.93 cents for each hour they are required to on remote call, with a minimum payment of \$9.51 for each 24 hour period on remote call.
- (I) Where an employee on remote call is recalled to work they will be paid in accordance with the Call Back Clause in this Agreement. This will be in addition to the payment entitlement described in subclause (A) above.
- (J) Where practicable an employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per employee per cycle will be worked.

## 12. COMMUNITY SERVICE LEAVE

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

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

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

- (E) When an employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
- the attendance will not affect entitlements for leave accruals and related benefits;
  - an injury sustained by the employee whilst attending an emergency situation will not form the basis of a claim against the employer; and

- the return to normal work duties by the employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the employee.

### 13. COMPASSIONATE/BEREAVEMENT LEAVE

- (A) All eligible full-time and part-time employees are entitled to compassionate and bereavement leave.
- (B) "Compassionate leave" is provided to enable the employee to spend time with the member of the employee's immediate family or household or other relatives listed below who has contracted or developed the personal illness, or sustained the personal injury, which poses a serious threat to his or her life.
- (C) "Bereavement leave" is provided for the purpose of the employee attending the funeral of the member of the employee's immediate family or household or other relatives listed below and to deal with personal business associated with the death of a member of the employee's immediate family or household.
- (D) The entitlement to Compassionate and Bereavement leave is as follows:
- (i) Employees (other than casual employees) are entitled to up to five days paid leave on the death of a mother, father, partner or child, which can be taken at the employee's request without production of a medical certificate.

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 as a de facto partner.

The five days of paid leave may be taken in the following manner:

- Five days as compassionate leave prior to the death of the person described in this subclause;
- Five days as bereavement leave following the death of the person described in this subclause; or
- A combination of compassionate and bereavement leave up to a total of five days.

- (ii) Employees (other than casual employees) are entitled to three days paid leave, in respect of the death of a brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother and grandchild, or a member of the employees household, which can be taken at the employee's request without production of a medical certificate.

The three days of paid leave may be taken in the following manner:

- Three days as compassionate leave prior to the death of the person described in this subclause;
- Three days as bereavement leave following the death of the person described in this subclause; or
- A combination of compassionate and bereavement leave up to a total of three days.

The employer may approve paid compassionate and/or bereavement 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, or dies, where it can be established that a significant relationship exists.

- (E) The employer shall have the discretion to grant paid leave in addition to that described in sub-clause (D) above.
- (F) Casual employee will be entitled to take the same leave periods as detailed in sub-clause (A) above as unpaid leave.
- (G) This sub-clause will not apply where the period of entitlement to leave coincides with any other period of entitlement to leave, including on a rostered day off.
- (H) An employee may take unpaid compassionate and/or bereavement leave by agreement with the employer.
- (I) Proof of the death or serious illness, in the form of a medical certificate, death notice or other written evidence, must be provided by the employee to the employer if requested to do so.

## 14. CONSULTATION CLAUSE

- (A) If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision.
- (B) As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (C) For the purposes of the discussion the employer will provide the union and relevant employees in writing:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (D) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.



- (E) As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- (F) The Employer must act in good faith in relation to the consultation process provided in this clause.
- (G) While the process described in this clause is underway, the parties will respect the status quo.
- (H) In this clause:

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

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

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

(I) Consultation about changes to rosters or hours of work

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

(ii) The employer must:

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

proposed change (including any impact in relation to their family or caring responsibilities); and

- c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

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

## 15. FLEXIBILITY CLAUSE

- (A) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (i) the agreement deals with 1 or more of the following matters:
    - arrangements about when work is performed;
    - allowances;
    - leave loading; and
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) the arrangement is genuinely agreed to by the employer and employee.
  - (iv) An individual flexibility arrangement must be initiated by the Employee and will only be considered in exceptional circumstances to accommodate family and/or personal circumstances.
- (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:

- the terms of the enterprise agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - 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
  - 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.

## **16. FOUL AND NAUSEOUS LINEN**

- (A) Any employee who is required to handle foul or nauseous linen will be paid an allowance of \$.4065 per hour or part thereof
- (B) This allowance will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.
- (C) Any employee who is entitled to be paid an allowance will be paid a minimum sum of \$2.195 for work performed in any week.

## **17. HIGHER DUTIES**

An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for that day or shift.

## **18. HOURS OF WORK**

- (A) The ordinary hours of work for day worker employees are between the hours of 6.00am and 7.00pm, Monday to Friday and:
- (i) for administrative employees, 37.5 hours each week to be worked in five days in continuous periods of 7.5 hours each day, except for a meal break of

not more than one hours duration or, if the employee and employer agree, 75 hours per fortnight provided no more than 7.5 per day.

- (ii) for all other employees, 38 hours per week 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 or, if the employee and employer agree, 76 hours per fortnight provided no more than 8 per day.

However, the spread of hours or daily hours may be altered for all or a section of employees by mutual agreement between the employer and the employee(s) in the area concerned and the relevant union. The union's agreement will not be unreasonably withheld. The span of hours must not be altered to be more than a span of 13 hours.

Work performed, unless there is mutual agreement to alter the span of hours as described in this subclause, prior to 6.00am and after 7.00pm will be paid at the relevant overtime rates.

- (iii) 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.

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

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

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

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

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

- (B) Employees may be required to work to a roster, subject to the Roster Clause in this Agreement. Where an employee is required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday that work must be in accordance with a roster.
- (C) Ordinary Hours – Rostered Employees
  - (i) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee must not exceed:

- 8 hours in any one day; nor
  - 76 hours in a fortnight.
- (ii) 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 either the employee or the employer by giving the other 14 days (one fortnight) written notice.
- (iii) An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employees employment file.
- (iv) The employer will not use this subclause to reduce the number of full-time equivalent (FTE) staff employed.
- (v) An employee who proposes to agree to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to such arrangement being effective.
- (vi) In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.
- (vii) No employee (or prospective employee) will be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

(D) Accrued Days Off

- (i) 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).

However, where an employer encounters operational difficulties in structuring a 19 day month, discussion may take place with the union on an alternative method of introduction. In the event of disagreement, the matter will be referred to Fair Work Australia whose decision will be final and binding. The onus in those proceedings is on the employer to prove the 19 day month creates operational difficulties.

- (ii) 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.
- (iii) Where an employee is absent on leave without pay 24 minutes for each day of absence should be deducted from the accrued day off.
- (iv) Days of paid absence on holidays with pay and other paid leave will count toward the accrued day off on full pay.

- (v) Where an accrued day off falls on a holiday with pay as listed in the Holidays with Pay Clause in this Agreement, a substituted accrued day off should be taken as soon as possible.
- (vi) Holidays with pay as provided for in the Holidays with Pay Clause in this Agreement which are taken accrue towards an accrued day off.
- (vii) An employee may elect, with the consent of the employer, to take accrued days off in part day amounts.
- (viii) 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.
- (ix) The employer must keep accurate records of accrued days off arrangements in the wages records.

**(E) Make-up Time**

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

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

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

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

## **19. INCREASES TO ALLOWANCES**

All allowances in this Agreement will be increased on 1 July each year. The amount of the increase will be the annual percentage increase in the Consumer Price Index for Hobart (All Groups) for the 12 months ending in the March quarter of the same year.

## **20. LICENCE ALLOWANCE**

An employee who is required as part of their employment to drive vehicles requiring a Public Vehicle licence will be reimbursed the cost of the driver's annual licence fee.

## 21. MEAL AND TRAVEL ALLOWANCES

### (A) Meal Allowance

Where an employee is required to travel away from their 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:

- Breakfast \$22.30
- Lunch (or midday meal) \$25.00
- Dinner (or evening meal) \$43.00

### (B) Travel Allowance

Where an employee is required to remain away overnight they will be paid a daily accommodation allowance of:

- Accommodation \$117.00
- Incidentals \$16.50

### (C) Meal Charges

The maximum amount that an employer can charge an employee will be:

- Two or Three Course - \$6.40
- Single hot or cold Main - \$5.25
- Other Course (soup Sweet)- \$4.60
- Breakfast \$4.60

No extra charge is to be made for beverages, toast, bread, butter and condiments.

## 22. MEAL BREAKS

(A) Employees not required to work on a roster, who work in excess of four hours on any day will, subject to subclause (B) below, will receive an unpaid meal break of not more than one hour and not less than 45 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 roster will receive a paid meal break of 25 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 their paid 25 minute meal break by up to a further unpaid 35 minutes each day.

(C) An employee receiving an unpaid meal break and who is directed to work during their meal break will be paid at the rate of time and a half of the relevant wage

rate for all work performed during the meal break and after until a meal break is allowed.

## 23. MODES OF EMPLOYMENT

(A) Employees under this Agreement will be employed in one of the following categories:

- full-time;
- part-time; or
- casual.

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.

(B) Full-time employees

A full-time employee is one who is engaged to work 38 hours per week or in the case of administrative employees 37 hours and 30 minutes.

The minimum engagement for full-time employees is 4 hours for each engagement.

(C) Part-time employees

- (i) A part-time employee is an employee who is engaged to work less than 38 hours per week and has predictable hours of work each week.
- (ii) 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.
- (iii) The terms of the agreement may be varied by written agreement between the employer and employee.
- (iv) 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.
- (v) 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.



(vi) The minimum engagement for a part time employee is two hours.

(D) Casual employees

(i) A casual employee is an employee 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 ordinary hours per week. The work pattern will be irregular and unpredictable.

(ii) 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.

(iii) The minimum engagement for a casual employee is two hours.

## 24. OVERTIME

(A) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.

For the purposes of this clause overtime means:

(i) Work in excess of eight hours per day except where ordinary hours are extended in accordance with the Hours Clause in this Agreement, in which case it is hours in excess of 10 hours per day.

(ii) For a day worker - Work in excess of 38 hours per week except:

- where an employee receives an accrued day off in accordance with the Hours Clause in this Agreement, in which case it is hours in excess of 40 hours per week.; or
- where the employee and employer have mutually agreed to average the ordinary hours of work over a fortnight as prescribed in Clause 18(A), in which case overtime is payable for work in excess of 76 hours in a fortnight.

(iii) For a day worker, work outside the span or ordinary hours 6.00am to 7.00pm Monday to Friday except where agreement is reached in accordance with the Hours Clause in this Agreement.

(iv) For a shift worker – work in excess of 76 hours in a fortnight.

(v) For a part-time or casual employee who works on a roster, any time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under clause 23 (C)(iii)).

(B) For all time worked in accordance with subclause (A) above the following overtime rates will be paid:

- (i) double time for all overtime. However, overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.
  - (ii) Public holidays - double time and one half.
  - (iii) Each days overtime will stand alone.
- (C) 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.
- (D) 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 supplied with a meal by the employer or be paid \$15.00.
- (E) The allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments.
- (F) Casual employees who work overtime will be paid by calculating overtime on the ordinary rate and adding the casual loading also on the ordinary rate. That is, the loading will be calculated separately and not compounded.
- (G) Time Off in Lieu of Payment

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

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
  - (ii) Overtime taken as time off during ordinary time hours will be taken at the appropriate penalty rate equivalent.
  - (iii) An employer will, if requested by an employee, provide payment at the relevant overtime rate in the Overtime Clause in this Agreement, for any overtime worked under this subclause where the time in lieu is not taken within four weeks of the accrual.
  - (iv) An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.
  - (v) The employer must keep accurate records of time off in lieu arrangements in the wages records.
- (H) Eight Hour Break between Shifts
- (i) An employee (other than a casual employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those time, 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.

- (ii) If on the instructions of the employer the employee resumes or continues work without having had eight consecutive hours off duty then they will be paid at double time rates until released from duty for such period, and will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.

## **25. PARENTAL LEAVE AND RELATED ENTITLEMENTS**

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 and non-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.

An eligible employee will receive taxable PPL payments at the level of the Federal Minimum Wage, for a maximum period of 18 weeks.

In most cases, the employee will receive the payment through their employer.

To be eligible for the PPL scheme, the primary carer (usually the mother) must be in paid work and have:

- been engaged in continuous work for at least 10 of the 13 months prior to the expected birth or adoption of the child; and
- undertaken at least 330 hours of paid work in the 10 month period (an average of around one day of paid work a week).

However, pursuant to the Paid Parental Leave Act 2010 the work test period described above may be altered in the event of a premature birth or a mother suffering complications or illness relating to pregnancy.

In determining eligibility under this clause: 'Continuous work' means there are no gaps of more than 56 days (8 weeks) between 2 consecutive working days; and a 'working day' means a day and employee has worked at least 1 Hour.

Pursuant to the Paid Parental Leave Act and Australian Government's Dads and Partner Pay (DaPP) scheme, non-primary carers are entitled to two weeks of unpaid leave to be taken within 12 months of the birth of a child. The Australian Government will pay the non-primary carer at the National Minimum wage for the two weeks.

Should the Australian Government introduce any paid parental leave scheme in terms that are more beneficial than as described herein then those terms will apply.

The eligibility to 18 weeks PPL and DaPP is in addition to any entitlements an employee under this Agreement is entitled to under the Parental Leave (birth related leave and adoption related leave) provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements).

As provided for in the NES, an employee is entitled to a further period of 12 months unpaid parental leave if they have or will have responsibility for the care of the child.

Employees may make an election as to whether to receive payment through the PPL or the Federal Government's Baby Bonus Scheme. The Paid Parental Leave Act 2010 prevents an employee from obtaining payment for both the PPL and the Baby Bonus scheme.

In addition to entitlements in the PPL scheme and Parental Leave provisions contained in the NES, the employer will pay superannuation payments on the paid component of the PPL and DaPP at the same rate for superannuation payments for other employment.

## **26. PAYMENT OF ANNUAL INFLUENZA VACCINATION**

The employer will pay the costs of annual influenza vaccinations for all employees covered by this Agreement.

## **27. PAYMENT OF WAGES**

- (A) Wages will be paid fortnightly. Once a pay day is established, that pay day shall not be changed without consultation with employees and the giving of at least one months' notice.
- (B) Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.

## **28. PERSONAL LEAVE**

Unless specifically stated, the provisions of this clause apply to an employee, other than one engaged as a casual employee.

- (A) Amount of Paid Personal Leave
  - (i) Paid personal leave is available to an employee, when they are absent:
    - due to personal illness or injury; or
    - for the purposes of providing care or support to an immediate family member or household member who requires care or support due to a

personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.

- (ii) A full-time employee is entitled in any one year (whether in the employ of one employer or of several) to leave in excess of 76 hours in the case of those employees whose full-time hours are 38 per week or 75 hours in the case of those employees whose full-time hours are 37.5 per week (10 working days), provided that in the first year of service an employee will only be entitled to 12.5 hours for each completed month of service and pro-rata for an incomplete month in the case of 37.5-hour week employee, and 12 hours 40 minutes for each completed month of service and pro-rata for an incomplete month in the case of 38-hour week employees.

(B) Employee Must Give Notice

An employee must give notice of the taking of leave as soon as practicable (which may be after leave has started) and must advise the employer of the period, or expected period, of the leave.

(C) Accumulation of Personal Leave

If the full period of personal leave, as provided for in subclause (A)(ii) above is not taken in any year, the amount of untaken personal leave will accrue from year to year without limitation.

(D) Personal Leave and Infectious Diseases

In the event of an outbreak of gastroenteritis, where the employer is in total lockdown as determined by the Department of Health and an employee contracts gastroenteritis during this period supported by a medical certificate, the employee will be paid under the personal leave provisions with no reduction in personal leave days. To be eligible the medical certificate must state that the illness is due to gastroenteritis.

(E) 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 will be extended by the number of days that the employee has been so certified as unfit for duty.

(F) Personal Leave and Workers' Compensation

- (i) An employee who falls sick by reason of his/her work will, subject to the recommendation of a medical practitioner, be paid wages not less than that prescribed by the Workers Rehabilitation and Compensation Act 1988.
- (ii) An employee will not be entitled to paid leave of absence for any period that the employee is entitled to workers compensation.

(G) Personal Leave Year

A year for the purposes of this clause means 365 days' employment including rostered days off, holidays with pay, paid annual leave and paid personal leave.

(H) 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 medical certificate in support of such absence.

(I) Part-Time Employees

Part-time employees who are accruing a personal leave entitlement will have their personal leave entitlement calculated in the following manner:

$76$  (full-time equivalent entitlement) divided by  $365$  (calendar days per year) multiplied by  $7$  (days per week) divided by  $38$  (full-time equivalent weekly working hours) =  $0.0384$  hours personal leave entitlement for each hour worked.

In determining the amount of leave to which an employee is entitled at any time (other than leave which has been accumulated) the average hours worked per week in the preceding three months will be used, except that where an employee has less than three months' service, the period per week for which they were employed will be used.

(J) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(K) Leave may be taken for part of a single day.

(L) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support to members of their immediate family or household who are sick and require care or support or who require care or support 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 subclauses (B) above are met.

(M) Casual employees

- (i) Subject to the evidentiary and notice requirements casual employees are entitled to take unpaid leave in order to provide care or support to members of their immediate family or household who have an illness or injury and require care or support, or who require care or support due to an unexpected emergency, or the birth of a child.

- (ii) The employer and the employee will agree on the period for which the employee will be entitled unpaid leave. In the absence of agreement, the employee is entitled to leave for up to two days on each occasion.
- (iii) 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.

## 29. 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 subclause, 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 employee's duties.

An employee who is required, in accordance with this subclause, to use the safety requirements provided by the employer shall use them for the purpose they were intended.

- (C) 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.

## 30. PUBLIC HOLIDAYS

Public holidays are provided for in the NES. This clause contains additional provisions.

Public Holidays are listed under the Tasmanian Statutory Holiday's Act 2000 and include the following days that are generally observed: New Year's day, Australia day, Eight Hours day, ANZAC Day, Good Friday, Easter Monday, Sovereign's Birthday, Christmas Day and Boxing Day, Recreation Day, Hobart Show Day as well as any day that is made a public holiday in lieu of or additional to these days.

Payment for working on a public holiday

- (A) Full-time day workers

A full-time day worker will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or
- (ii) have the same number of hours worked added to their annual leave with entitlement to the applicable annual leave loading of 17.5% on all hours accrued under this clause.

- The election in subclause 30 (A)(i) and (ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
- A full-time employee who does not work on a public holiday will be paid their ordinary pay for that day.
- Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(B) Part-time employees and shift-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 will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
  - payment of an additional sum equal to 150% for hours worked; or
  - have the same number of hours worked added to their annual leave with entitlement to the applicable annual leave loading of 17.5% on all hours accrued under this clause.
- (iii) The election in subclause 30 (B)(i) and (ii) will be made on the commencement of employment and then on the anniversary date each 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 their ordinary pay for that day.
- (v) Payments under this clause are instead of any additional rate for shift or weekend work 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% for hours worked.
- (ii) Payments under subclause 30 (C) (i) are instead of and replace any casual loading otherwise payable under this award.
- (iii) Payments under this clause are instead of any addition rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.



## 31. REDUNDANCY PROVISIONS

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

(B) Commitment to consult

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

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of employee's income, the employer agrees to immediately notify the union and to commence a process of ongoing consultation in accordance with Clause 14 of this Agreement.

(C) Redeployment and Retraining

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

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

(D) Notice of Redundancy

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of employees' income. The minimum period of notice for employees subject to termination or reduction or alteration of hours which causes a loss of employee's income will be as follows subject to the exclusions in the NES:

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

The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination and has served at least 2 continuous years' service.

(E) Redundancy

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

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

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

(F) Redundancy Package

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

- Four (4) weeks of notice
- Two (2) weeks' pay for each year of service or part thereof or if this amount is less than the NES, the NES amount will prevail;
- Full payment of all accrued annual leave entitlements including leave loading.
- Payment of pro rata long service leave after seven (7) years of continuous service.

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

- Redundancy payment = existing weekly rate – new weekly rate x 2 x years of service and pro rata to 2.5 weeks for any uncompleted year of service.

(iii) A weeks pay shall mean:

- the hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
- any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
- 25% loading (where applicable); and
- any all-purpose work related allowances

(G) Time off to seek other Employment

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

(H) Financial Counselling

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

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

## 32. SALARY PACKAGING

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

- ii. non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
  - iii. if during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
  - iv. that part-time employees in receipt of a loading (in lieu of annual leave, sick leave and holidays with pay) may elect to convert to the leave provisions prior to entering into any salary packaging arrangements;
  - v. in the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;
  - vi. superannuation payments required to be paid under the superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth) as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
  - vii. annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
  - viii. employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (D) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (E) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
- i. that there is no compulsion for any employee to participate in salary packaging;
  - ii. that all employment conditions, other than salary packaging as provided for in this agreement, will continue to apply;
  - iii. that 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 months' 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.

### **33. SATURDAY AND SUNDAY WORK - ROSTERED EMPLOYEES**

#### **(A) Saturday Work**

Rostered employees for working ordinary hours, the major portion of which falls on a Saturday, will be paid at the rate of time and one half of the employee's ordinary hourly rate for all hours worked on that day, however the rates are a substitution for and not cumulative upon -shift penalties.

#### **(B) Sunday Work**

Rostered employees 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, however the rates are a substitution for and not cumulative upon shift penalties.

- (C) Where work commences between 11.00pm and midnight on a Sunday the time worked before midnight will not entitle the employee to the Sunday. However, where the employee works time before midnight on a Saturday and the time worked extends into Sunday, the time worked before midnight will be regarded as time worked on Sunday.

### **34. 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 B and that are consistent with 'Statement of Duties' for each of those classifications.

### **35. SHIFT ALLOWANCES – ROSTERED EMPLOYEE**

- (A) A Rostered Employee who works any hours between 4.00 p.m. and 11.00 p.m. shall be paid a loading of 15% for all hours for the entirety of that shift.
- (B) A Rostered Employee who works any hours between 11.01 p.m. and 7.00 a.m. shall be paid a loading of 16% for the entirety of that shift.

### **36. SLEEP OVER PROVISION**

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

### **37. SUPERANNUATION**

- (A) Superannuation legislation
  - i. Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
  - ii. The rights and obligations in this clause supplement those in superannuation legislation.
- (B) The employer must pay to the relevant superannuation fund the amount specified in superannuation legislation by no later than 28 days after the end of each month.
- (C) Voluntary employee contributions
  - (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (B).
  - (ii) An employee may adjust the amount the employee has authorised the employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
  - (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.
- (D) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (B) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (B) and pay the amount authorised under subclauses (C)(i) or (C)(ii) to Hesta Super Fund (Health Employees Superannuation Trust Australia).

### **38. UNIFORMS**

- (A) Employees, other than Executive Staff, 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.

### **39. WAGE INCREASES**

All employees covered by this Agreement will receive wage increases as follows: as follows

- (D) from the first full pay period on or after approval of this agreement by Fair Work Commission - wages to be paid as set out in Schedule A,
- (E) from the first full pay period on or after 1 July 2015 - 2.75% increase, t
- (F) from the first full pay period on or after 1 July 2016 – 2.75% increase,

Provided that if the wage rates in this agreement fall below the equivalent wage rates in the Aged Care Modern Award, the Aged Care Modern Award wage rates will apply. Percentage increases prescribed herein will be applied for each year stipulated to the higher of the agreement rates and Aged Care Modern Award rates.

### **40. WORKLOAD MANAGEMENT**

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

## 41. FUTURE NEGOTIATIONS

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



## SIGNATORIES

FOR THE HEALTH AND COMMUNITY SERVICES UNION

This agreement is signed by Mr T Jacobson in his capacity as the Secretary of the Health Services Union, Tasmania Branch.

Mr Jacobson's work address is:

11 Clare Street

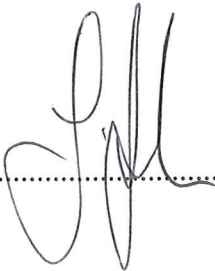
NEW TOWN TAS 7008

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

Mr Tim Jacobson

Secretary

Health Services Union



.....

Date 17/12/14

Witnessed by (signature)



.....

Witness name in full

James EDDINGTON

Witness address

11 CLARE ST  
NEW TOWN TAS 7008

FOR THE AUSTRALIAN NURSING AND MIDWIFERY FEDERATION, TASMANIAN BRANCH


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

Ms. Ellis's work address is:

182 Macquarie St.  
HOBART TAS 7000

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

Ms. N. Ellis



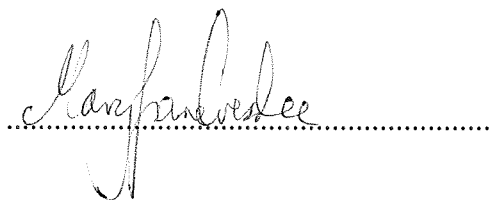
Branch Secretary

Australian Nursing and Midwifery Federation, Tasmanian Branch  
.....

Date

22 December 2014

Witnessed by (signature)



Witness name in full

Mary Jane Greslee

Witness address

146 Berniedale Rd

Berniedale TAS 7511

FOR MARY'S GRANGE INC.

Richard Tyberek

Chief Executive Officer

Mary's Grange Inc

  
.....

Date

15<sup>th</sup> December 2014  
.....

Witnessed by (signature)

  
.....

Witness name in full

Julia Nicole Utting  
.....

Witness address

unit 3/12 madden court  
.....

ROSNY  
.....

## Schedule A – Wage Rates

Classification	Current weekly wage	First pay period after approval of this agreement	1 July 2015 2.75%	1 July 2016 2.75%
ECA – Extended Care Assistants Employees				
HS – hotel Service employees				
Level 1	681.40	\$683.00	\$702.00	\$721.00
Level 2	709.60	\$711.00	\$731.00	\$751.00
Level 3	737.60	\$739.00	\$760.00	\$781.00
Level 4 (ECA)	746.20	\$748.00	\$769.00	\$790.00
Level 4 (HS)	746.20	\$748.00	\$769.00	\$790.00
Level 5 (ECA)	771.40	\$773.00	\$794.00	\$816.00
Level 5 (HS)	771.40	\$773.00	\$794.00	\$816.00
Level 6	813.00	\$815.00	\$837.00	\$860.00
Level 7	827.60	\$830.00	\$852.00	\$876.00

NOTE: This wages schedule will not apply if the rates of pay in the equivalent levels of the Aged Care Modern Award are higher. For example, if the Fair Work Minimum Wage panel set a percentage wage increase of 3.2% for 1 July 2015 the rates in the Aged Care Modern Award will be higher than the wages stated in this schedule. In this event, the Aged Care Modern Award wage rates are to apply and the percentage increase for the following year (2.75%) will be applied to the Aged Care Modern Award rate, unless the Fair Work Minimum wage panel again sets a percentage increase greater than 2.75%, in which case then the Aged Care Modern Award wage rate will again apply.

## Schedule B – Classifications

Aged care employee—level 1

Entry level:

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

An employee at this level:

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

Indicative tasks performed at this level are:

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

## Aged care employee—level 2

An employee at this level:

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

Indicative tasks performed at this level are:

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

Aged care employee—level 3

An employee at this level:

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

Indicative tasks performed at this level are:

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

## Aged care employee—level 4

An employee at this level:

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

Indicative tasks performed at this level are:

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



## Aged care employee—level 5

An employee at this level:

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

Indicative tasks performed at this level are:

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

## Aged care employee—level 6

An employee at this level:

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

Indicative tasks performed at this level are:

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

## Aged care employee—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;

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

Indicative tasks performed at this level are:

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