



# DECISION

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

**AJ & BJ Smith Pty Limited T/A The Gardens**  
(AG2014/10509)

## **THE GARDENS & HACSU & ANMF NON NURSING ENTERPRISE AGREEMENT 2014**

Tasmania

COMMISSIONER LEE

MELBOURNE, 27 FEBRUARY 2015

*Application for approval of the The Gardens & HACSU & ANMF Non Nursing Enterprise Agreement 2014.*

[1] An application has been made for approval of a single enterprise agreement known as *The Gardens & HACSU & ANMF Non Nursing Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by AJ & BJ Smith Pty Ltd trading as The Gardens.

[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 27 February 2015 and, in accordance with s.54, will operate from 6 March 2015. The nominal expiry date of the Agreement is 30 October 2016.



COMMISSIONER

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**THE GARDENS &  
HACSU & ANMF  
NON NURSING  
ENTERPRISE AGREEMENT  
2014**

## 1. TITLE

This Agreement shall be referred to as, The Gardens & HACSU & ANMF Non Nursing Enterprise Agreement 2014.

## 2. ARRANGEMENT

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### **3. SCOPE OF AGREEMENT**

This agreement shall apply to AJ & BJ Smith trading as The Gardens, in respect of the employment by the Employer of employees contained within this Agreement.

### **4. AGREEMENT PARTIES**

The parties to this agreement are as follows:

- (a) AJ & BJ Smith Pty Ltd trading as The Gardens ('the Employer'),
- (b) The Health Services Union, Tasmania Branch ('HACSU) and the Australian Nursing and Midwifery Federation, Tasmania Branch ('ANMF') collectively referred to as 'the Union',
- (c) 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 (7<sup>th</sup>) day after the date specified on the notice from the Fair Work Commission.

The Agreement shall remain in force until the thirtieth (30<sup>th</sup>) October 2016, unless terminated or varied by the mutual agreement of the parties or operation of law.

The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.

## 6. DEFINITIONS

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

**"Afternoon shift"** means a shift that concludes between 7.00pm and midnight.

**"Award"** means the Aged Care Award 2010.

**"Casual Employee"** means an employee engaged in irregular, variable or unpredictable basis or on an as and when required basis.

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

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

**"De facto"**

(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.

**"Employee"** means an employee employed by the Employer and covered by the scope of this Agreement

**"Employer"** means AJ & BJ Smith Pty Ltd trading as The Gardens (A.B.N - 59 009 566 125).

**"Full-time Employee"** means a person engaged to work for the full ordinary hours prescribed in the Hours of Work clause in this Agreement.

**"Immediate family"** of an 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.

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

**“NES”** means the National Employment Standards found in the *Fair Work Act 2009* (Cth).

**“Night shift”** means a shift finishing after midnight and before 7.00am.

**“Ordinary rate of pay”** means the hourly rate prescribed in Schedule B of this Agreement.

**“Part-time Employee”** means a person, other than a full-time employee or casual employee engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

**“Projected roster”** means an employee's normal roster for the period of leave.

**“Roster”** means a work pattern designed for a specific work area setting out the names of employees required to work in accordance with the roster, and the days, dates, times and hours when each rostered employee is required to work.

**“Rostered Employee”** means an employee required to work in accordance with a roster.

**“Shift worker”** means an employee other than a day worker who is required to work shifts in accordance with a roster.

**“Show Day”** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the Employer.

**“Spouse”** includes a former spouse.

**“the Act”** means the *Fair Work Act 2009* (Cth)

## 7. 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.

## 8. ADDITIONAL AVAILABLE HOURS

The Gardens understands that part time employees may want to work additional hours from time to time. The Gardens, 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. These hours will be worked by the employee at the ordinary rate of pay up to a maximum of thirty eight (38) hours per week. Any additional time worked over thirty eight (38) hours will be paid at the appropriate overtime rate as contained in the Overtime clause of this Agreement.

## 9. ANNUAL LEAVE

Annual leave is a matter provided for in the NES (Division 6 – annual leave). Where there is an inconsistency between this Clause and the NES, the NES will prevail to the extent that it provides a greater benefit to the employee.

### (a) Period of Leave

#### (i) Full-time employees

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

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

#### (ii) Part-time employees

Part-time employees 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.<br>(including any period of annual leave) | x | <u>Full-time leave entitlement</u><br>1 |
| Full-time hours p.a.  |   |   |

### (b) Additional Leave

#### (i) Employees on Roster

An employee required to work in accordance with a roster will, in addition to the annual leave in subclause (a) above, be allowed thirty eight (38) hours leave, to be taken in a period of seven (7) consecutive days including non-working days.

To receive the additional leave the employee must be rostered to work, or works, on not less than ten (10) weekends or be regularly rostered to work ordinary hours outside the ordinary hours of work as a day worker.

Where an employee with twelve (12) months continuous service works for part of the twelve (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 (2) months they continuously work on a roster.

(c) Public Holidays

- (i) For employees who do not work on a roster, the period of annual leave excludes any public holidays to which the employee is entitled.

If a public holiday falls within an employee's period of annual leave and is on a day that the employee would have been at work, this time will be added to the period of annual leave at ordinary time.

- (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, leave equivalent to one (1) day for each public holiday to which they are entitled, whether or not the public holiday is observed on a day which, for that employee would have been a rostered day off.

(d) Broken Leave

Unless otherwise agreed, the entitlement to annual leave will be taken in not more than two (2) separate periods.

(e) Time of Taking Leave

The taking of annual leave will be for a period as agreed between an employee and the employer.

The employer will not unreasonably refuse to agree to a request by the employee to take paid annual leave taking into account the operational requirements of the business and the personal needs of the employee.

(f) Payment for Period of Leave

- (i) An employee shall continue to be paid on the designated pay day, the amount which they would have received had they not been on leave. An employee may request to be paid the amount before going on leave.

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

(g) Proportionate Leave on Ending Service

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 plus 17,5% annual leave loading or projected shift penalties (whichever is higher), as follows:



(i) Full-time employees

Twelve point six seven (12.67) hours for each completed month of continuous service and pro-rata for each uncompleted month.

(ii) Rostered employees

Fifteen point eight three (15.83) hours for each completed month of continuous service and pro-rata for each uncompleted month in addition to entitlements provided for in subclause (b) above.

(iii) Part-time employees

Rostered employees – nine point six (9.6) per cent of the normal hours worked in each completed month of continuous service and pro-rata for each uncompleted month in addition to entitlements provided for in subclause (b) above.

(iv) Other employees

Seven point seven (7.7) per cent of the normal hours worked in each completed month of continuous service and pro-rata for each uncompleted month.

(h) 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, seventeen and a half per cent (17.5%) 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 seventeen and a half per cent (17.5%) in addition to the ordinary time 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.

(i) 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 ninety one (91) days.

Any absence on account of personal sickness or accident in excess of ninety one (91) days in any twelve (12) month period does not count towards calculation of continuous service.

(j) 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 (1) 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; or

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

(k) 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 (5) days in any calendar year at a time or times agreed.
- (ii) An employee or the employees may choose to request their union, or any other representative, to represent their interests in negotiations referred to in paragraph (i) above.
- (iii) 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.
- (iv) An employer must record these short term annual leave arrangements in the time and wages records.

(l) Cashing out of annual leave

Employees may cash out annual leave by agreement provided that:

- (i) It will result in the employee's remaining accrued entitlement being at least four (4) weeks;
- (ii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (iii) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

## 10. BUDDY/ORIENTATION SHIFT ALLOWANCE

An employee who is required to act as a buddy as part of their role and responsibilities on each shift to assist in the training and/or orientation of new employees shall be paid an allowance of two dollars (\$2.00) per shift subject to the following:

- (a) The buddy shift must be approved by the employer;
- (b) The employee agrees to act as a buddy; and
- (c) The employee will be required to provide feedback to the person in charge regarding the outcomes of the buddy shift.

## 11. CALL BACK

- (a) An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four (4) hours' work at the appropriate overtime rate for each time so recalled.
- (b) Time reasonably spent in getting to and from work will be regarded as time worked.

## 12. CALL - REMOTE

- (a) 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 eighty five cents (\$0.85) for each hour they are required to be on remote call, with a minimum payment of eight dollars and seventy cents (\$8.70) for each twenty four (24) hour period on remote call.
- (b) 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.
- (c) Where practicable an employee will be on remote call for a minimum period of seven (7) consecutive days; otherwise a rotating system averaging at least seven (7) days per employee per cycle will be worked.

## 13. CASUAL EMPLOYEES

- (a) A casual employee working ordinary time will be paid per hour  $1/38^{\text{th}}$  or  $1/37.5^{\text{th}}$  for administration employees of the relevant weekly wage rate for the work performed, plus a 25% loading in lieu of the employee accruing paid annual leave, personal leave and being entitled to payment on public holidays not worked.
- (b) Casual employees' will be employed by the hour and with a minimum of two (2) hours work or, alternatively, paid for a minimum of two (2) hours on each occasion they are required to work.
- (c) Casual conversion

A casual employee who has been rostered on a regular and systematic basis over a period of twenty six (26) weeks has the right to request conversion to permanent employment:

- (i) On a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
- (ii) On a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment.

Such contract would generally be on the basis of the same number of hours as previously worked; however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

The employer may consent or refuse the request, but shall not unreasonably withhold agreement to such a request.

Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

## 14. COMMUNITY SERVICE LEAVE

Employees are entitled to be absent from employment for taking part in eligible community service leave. This leave is unpaid and is to be taken in accordance with the following provisions:

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

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

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

## 15. COMPASSIONATE/BEREAVEMENT LEAVE

All eligible full-time and part-time employees are entitled to compassionate and bereavement leave.

“Compassionate leave” is provided to enable the employee to spend time with the member of the employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, which poses a serious threat to his or her life.

“Bereavement leave” is provided for the purpose of the employee attending the funeral of the member of the employee’s immediate family or household and to deal with personal business associated with the death of a member of the employee’s immediate family or household.

Employees (other than casual employees) are entitled to three (3) days paid leave for Compassionate or Bereavement purposes.

The three (3) days of paid leave may be taken in the following manner:

- Three (3) days as compassionate leave prior to the death of the immediate family or household member; or
- Three (3) days as bereavement leave following the death of the immediate family or household member; or
- A combination of compassionate and bereavement leave up to a total of three (3) 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.

The employer shall have the discretion to grant paid leave in addition to that described above. Casual employee will be entitled to take the same leave periods as detailed above as unpaid leave. 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. An employee may take unpaid compassionate and/or bereavement leave by agreement with the employer.

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. Where additional time off is required the employer may agree for the employee to access their personal/carer's leave.

## 16. CONSULTATION CLAUSE

- (a) This term applies if:
- (i) The employer is seriously considering introducing major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (ii) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

The employer must notify the relevant employees of the decision to introduce the major change.

- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If
- (i) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) The employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- (d) As soon as practicable after making its decision, the employer must:
- (i) Discuss with the relevant employees:
    - 1. the introduction of the change; and
    - 2. the effect the change is likely to have on the employees; and
  - (ii) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and for the purposes of the discussion – provide, in writing, to the relevant employees:
    - 1. all relevant information about the change including the nature of the change proposed; and
    - 2. information about the expected effects of the change on the employees; and
    - 3. any other matters likely to affect the employees.

- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees. The employer must:
  - (i) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities in the case of change to the regular roster or ordinary hours of work of employees); and
  - (ii) Give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (f) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (g) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (i) The termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.
- (h) In this term, **relevant employees** means the employees who may be affected by the major change.
- (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:
    1. 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);



2. 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
  3. 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.
- (iii) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (iv) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

## **17. CONTRACT OF EMPLOYMENT**

- (a) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (b) An employee (other than a casual employee), is entitled to be paid, including any overtime and other penalty rates, if:
- (i) as a result on an action by the employer, the employee does not work for the maximum number of ordinary working hours specified in this Agreement (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 employee); and
  - (ii) the employee is ready and willing to work during those ordinary working hours.
- (c) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure in this Agreement.
- (d) This Clause does not allow the employer to pay an employee at a rate lower than their classification for performing work of a lower classification nor does it prevent the employee receiving any entitlement for performing work at a higher classification.

## **18. DISPUTE RESOLUTION PROCEDURE**

- (a) If a dispute relates to;
- (i) a matter arising under the agreement; or
  - (ii) the National Employment Standards; or
  - (iii) any other matter.

this term sets out procedures to settle the dispute.

- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

If discussions at the workplace level do not resolve the dispute, then the matter will be escalated in accordance with The Gardens grievance/dispute procedure.

- (d) Following this, if discussions do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in two (2) stages:
  - (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    1. Arbitrate the dispute; and
    2. Make a determination that is binding on the parties.

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

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

- (f) While the parties are trying to resolve the dispute using these procedures:
  - (i) An employee must continue to perform his or her work as he or she would normally unless he or she has had a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    1. The work is not safe; or
    2. Applicable occupational health and safety legislation would not permit the work to be performed; or
    3. The work is not appropriate for the employee to perform; or
    4. There are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **19. EXCESSIVE WORK LOAD**

- (a) The employer will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours of which they are employed.
- (b) The employer will ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (such as technology, responsibility and extra resources) will be implemented.
- (c) Should any employee feel the workloads are unreasonably heavy on a regular basis, then they have the responsibility to discuss their concerns with their manager and document such concerns on the appropriate form. If appropriate action is not taken to address the workload issues, the employee may utilise the dispute settlement procedure of this Agreement.

## **20. FAMILY AND DOMESTIC VIOLENCE LEAVE AND SUPPORT**

- (a) The employer is committed to ensuring that an employee who is 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.
- (b) An employee experiencing domestic violence will have access to personal leave and other accrued leave entitlements for medical appointments, legal proceedings and other activities related to domestic violence.
- (c) The employer will favourably consider requests for flexible working arrangements, subject to operational requirements, including changes to working times and leave without pay.

## **21. 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 one (1) or more of the following matters:
    1. Arrangements about when work is performed;
    2. Allowances;
    3. Leave loading; and

- (ii) The arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (i); and
  - (iii) The arrangement is genuinely agreed to by the employer and employee; and
  - (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 eighteen (18) years of age, signed by a parent or guardian of the employee; and
  - (iv) Includes details of:
    1. The terms of the Enterprise Agreement that will be varied by the arrangement; and
    2. How the arrangement will vary the effect of the terms; and
    3. How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    4. States the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) By giving no more than twenty eight (28) days written notice to the other party to the arrangement; or

- (ii) if the Employer and Employee agree in writing – at any time.

## **22. EIGHT HOUR BREAK**

- (a) Where an employee resumes their normal rostered work without having at least eight (8) consecutive hours off duty, the employee shall be released from duty without loss of pay for ordinary working time occurring during such absence and for such period until that employee has eight consecutive hours off duty.
- (b) Provided that:
  - (i) Where, on the instruction of the employer, an employee resumes or continues work without having had eight (8) consecutive hours off duty they shall be paid at the appropriate overtime rate until they are released from duty for such rest period;
  - (ii) They shall then be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for rostered ordinary hours during such absence; and
  - (iii) If this occurs as a result of an employee initiated shift swap, the employer will not incur the payment for overtime where it does not allow for an eight (8) hour break.

## **23. FOUL AND NAUSEOUS LINEN**

- (a) An allowance of \$0.300 per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a foul and 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.
- (b) This allowance will increase by 3% each year for the life of the Agreement in accordance with Schedule C of this Agreement.
- (c) The employer will also provide biodegradable bags for employee use when handling linen of a foul and nauseous nature.

## **24. HIGHER DUTIES**

- (a) An employee, other than an administrative employee, engaged continuously for two (2) hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two (2) 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 who, for a period of five (5) 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.

## 25. HOURS

### Day workers

- (a) The ordinary hours of work for a day worker employee are between the hours of 6.00am and 6.00pm, Monday to Friday and:
  - (i) For administrative employees, thirty seven and a half (37.5) hours each week to be worked in five (5) days in continuous periods of seven and a half (7.5) hours each day, except for a meal break of not more than one hours duration.
  - (ii) For all other day workers, thirty eight (38) hours per week to be worked in five (5) days in continuous periods of eight (8) hours each day, except for a meal break of not more than one hours duration.

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 provided the spread of hours must not exceed twelve (12) hours following any alteration. The union's agreement will not be unreasonably withheld.

- (iii) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of ten (10) ordinary hours per day. Where such an arrangement is made, it may be discontinued by the employee or the employer giving the other fourteen (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.

#### Rostered employees

(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 6.00pm, 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:

- Eight (8) hours in any one (1) day; or
- Seventy six (76) hours in fourteen (14) days.

(ii) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of ten (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 fourteen (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 (1) copy provided to the employee and one (1) 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) Make-up Time

(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 makeup time arrangements in the wages records.

## **26. INCREASES TO ALLOWANCES**

Increases to allowances shall be in accordance with Schedule C of this Agreement.

## **27. JUNIOR RATES**

It is recognised that the concept of junior rates is outmoded and irrelevant. Workers under the age of twenty one (21) years will be paid in accordance with the Wage Rates and relevant classifications determined in this agreement.

## **28. LICENSE ALLOWANCE**

An employee who is required as part of their employment to hold a special/public vehicle licence will be reimbursed the cost of the driver's annual licence fee.

## **29. LONG SERVICE LEAVE**

Long Service Leave shall be in accordance with the *Tasmanian Long Service Leave Act 1976*. The Act provides that employees are entitled to 8.66 weeks long service leave after ten (10) years of continuous service. After each additional five (5) years of continuous service an Employee's entitlement is 4.33 weeks of leave.

## **30. MEDICATION ADMINISTRATION**

Non-nursing staff will not be required to administer medication.

## **31. MEALS**

- (a) Employees not required to work on a roster, who work in excess of four (4) hours on any day will, subject to subclause (b) below, will receive an unpaid meal break of not more than one (1) hour and not less than forty five (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 twenty five (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 twenty five (25) minute meal break by up to a further unpaid thirty five (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.
- (d) Meal Allowance

Where an employee is required to travel more than or sixteen (16) kilometres 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                | \$9.28  |
| Lunch (or midday meal)   | \$10.24 |
| Dinner (or evening meal) | \$18.07 |

Where the employee provides their own meal, an allowance of \$3.04 for each meal is to be paid.

- (e) Meal Charges

The maximum amount that an employer can charge an employee who is provided with a meal by the employer is:

|   |        |
|---|--------|
| Lunch or Evening Meal                     |        |
| Two or three courses                      | \$4.84 |
| Single hot or cold main course            | \$3.72 |
| Single (other) course, i.e. soup or sweet | \$3.39 |
| All breakfasts                            | \$3.39 |

In each case where a one (1), two (2) or three (3) course meal is ordered and charged for as above, no extra charge is to be made for either beverages, toast, bread, butter or condiments.

## 32. NOTICE OF TERMINATION

- (a) Except in circumstances of misconduct justifying summary dismissal an employee whose employment is terminated at the initiative of the employer shall

be given notice of termination of employment, or payment in lieu of notice, by the employer as follows:-

| <b>Period of Continuous Service</b>              | <b>Period of Notice</b> |
|--|-------------------------|
| 1 year or less                                   | 1 week                  |
| Over 1 year and up to the completion of 3 years  | 2 weeks                 |
| Over 3 years and up to the completion of 5 years | 3 weeks                 |
| Over 5 years of completed service                | 4 weeks                 |

- (b) If the employee is aged over forty five (45) at the time of being given notice, and has been employed for not less than two (2) years with the employer, the employee is entitled to a further weeks' notice in addition to the relevant notice prescribed in (a).
- (c) Payment in lieu of notice may be made if all or part of the appropriate period is not required to be worked.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time that would have been worked during the period of notice will be used.
- (e) The period of notice in this Clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee and their employment is terminated at the completion of the traineeship, in the event that the trainee is re-engaged by the employer within six (6) months of such termination the period of traineeship shall be counted as service in determining any future termination.

#### **Notice of termination by the Employee**

- (g) An employee must give a minimum of two (2) weeks' notice of intention to terminate his or her employment to the employer, unless some other arrangement is mutually agreed between the employee and the employer.

#### **Summary dismissal**

- (h) The employer may dismiss an employee without notice for serious misconduct as defined under the *Fair Work Regulations 2009* and in such cases wages will be paid only up to the time of dismissal.

### **33. OVERTIME**

- (a) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.
- (b) For the purposes of this clause overtime is payable:

- (i) For all employees - work in excess of eight (8) 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 ten (10) hours per day.
  - (ii) For all employees - work in excess of an average of thirty eight (38) hours per week worked over seventy six (76) hours per fortnight 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 forty (40) hours per week.
  - (iii) For a day worker - Work outside the span or ordinary hours 6.00am to 6.00pm except where agreement is reached in accordance with the Hours Clause in this Agreement.
  - (iv) For a part-time or casual employee rostered employee - all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under Clause 35(b)),
- (c) For all time worked in accordance with subclause (b) above the following overtime rates will be paid:
- (i) For day workers - Monday to Saturday inclusive - time and one half for the first two (2) hours and double time after that;
  - (ii) For day workers - Sunday - double time.
  - (iii) For all employees - Public Holidays - double time and one half.
  - (iv) Rostered employees will be paid double time for all overtime other than on public holidays which is to be paid at double time and a half. However, overtime is does not apply where arrangements for a swap of hours have been made between two or more Employees at their own instigation.
  - (v) 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 twenty (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 (2) 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 paid \$11.96.
- (f) The allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments.

- (g) The calculation of the overtime payments provided for in this clause for an employee in receipt of a loading will be based upon the ordinary wage rate contained in this Agreement.
- (h) Time Off in Lieu of Payment
  - (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 (4) weeks of the accrual.
  - (iv) An employee or the employees may choose to request their union or representative of their choice 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.
  - (vi) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent. Where an agreement is made to take time off in lieu of overtime, the agreement may be concluded by agreement or at the request of either the employer or the employee.
- (i) Rest period after overtime
  - (i) An employee other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least ten (10) consecutive hours off duty between those times, will be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
  - (ii) If on the instructions of the employer, such an employee resumes or continues work without having had ten (10) consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

## 34. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements).

In addition to the Parental Leave provisions contained in the NES any Paid Parental Leave provided by the Australian Government will also apply. The employer will facilitate such leave in accordance with any Australian government's parental leave scheme. For example, where the Australian government provides two (2) weeks paid Dad's and Partner Pay (DaPP) leave the employer will allow the employee to take such leave so that the employee can benefit from the Government scheme.

### **35. PART TIME EMPLOYEES**

- (a) Part-time employees will be entitled to all conditions prescribed by this Agreement subject to this Clause.
- (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. Any agreed variation to the hours of work will be in writing.
- (c) Part-time employees will be entitled to annual leave, personal leave and the holidays with pay, with payment at the normal rate of pay. The wage payable per hour will be 1/37.5<sup>th</sup> for administration employees and 1/38<sup>th</sup> of the relevant weekly wage rate.
- (d) Part-time employees will be provided with a minimum of two (2) hours work or, alternatively, paid for a minimum of two (2) hours on each occasion they are required to work.

However, where because of work practices it is inappropriate to apply the conditions of this Subclause, such conditions may be varied by mutual agreement between the employees, the union and the employer.

#### **Review of Part-Time Hours**

- (e) Where a part-time employee is regularly working more than their specified contracted hours as agreed upon at the commencement of employment the employee, by making a request in writing to the employer, will have their roster fixed and their contract with agreed upon hours amended to reflect the increased hours.
- (f) The employer will take into account that the hours worked in the following circumstances will not be incorporated into the adjustments made:
  - (i) If the increased hours is a direct result of an employee being absent on leave, such as annual leave, long service leave, maternity leave, workers compensation or the like; or

- (ii) If the increase in hours is temporary, for example, due to the specific needs of a resident.

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

The employer will provide the employee with the opportunity to have the cost cover for the administration of the influenza vaccination.

The employer will not cover the cost of the actual vaccination.

### **37. PERSONAL LEAVE**

#### **Paid Personal/Carer's Leave**

- (a) An employee may take paid personal/carer's leave if the leave is taken:
  - (i) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - (ii) To provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of:
    - 1. A personal illness, or personal injury, affecting the member;
    - 2. An unexpected emergency affecting the member

#### **Amount of personal leave – full time Employees**

- (b) A full time Employee is entitled to twenty (20) working days personal leave for each year of service.
- (c) Employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation.
- (d) Untaken personal leave accumulates from year to year without limitation. However in the first year of service employees are entitled to accrue only twelve (12) and hours forty (40) minutes personal leave for each completed month of service ( pro rata for an incomplete month)

#### **Part-time Employees**

- (e) Part-time employees are entitled to personal leave on the same basis as full-time employees except that they are not entitled to paid personal leave in any one year in excess of –

One hundred and fifty two (152) (full-time equivalent entitlement) divided by three hundred and sixty five (365) (calendar days per year) multiplied by seven (7) (days per week) divided by thirty eight (38) (full-time equivalent weekly working hours) = 0.0767 hours personal leave entitlement for each hour worked.

However in determining the amount of leave to which employees are entitled at any time, other than leave which has been accumulated, the average hours

worked per week in the preceding three months shall be used, except that where employees have less than three (3) months' service, the ordinary hours per week for which they were engaged shall be used.

**(f) Carer's leave**

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

Employees are entitled to use any of their accrued personal leave as carer's leave to cover absences in circumstances described in subclause (a).

**(g) Notifying the employer of absence of personal/carers leave and proof of absence**

(i) Employees are to give the employer notice as soon as practicable (which may be a time after the leave has started) of the need for them to take Personal/Carers leave, and the estimated period of absence on personal leave.

(ii) Certification from medical practitioners, registered health professionals or statutory declarations will be acceptable as proof of illness or injury.

(iii) Where an employee is on annual leave and a need to take leave as described by subclause (a) arises, upon receipt of a medical certificate the annual leave will be re-credited provided that sufficient Personal/Carers leave entitlements exist.

(iv) If an employee is absent on personal leave on the day immediately before or after an accrued day off the employee must provide a medical certificate in support in respect of the absence.

**(h) 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 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.

## **38. POLICE CHECKS**

The employer will cover the cost of the renewals of Police Checks provided that if the employee leaves their employment within twelve (12) months of the renewal, the employee shall repay the employer for the cost of the renewal.

## **39. PROTECTIVE CLOTHING**

- (a) The employer will provide where necessary, suitable protective clothing for the employees. An employee, who is supplied with protective clothing, will wear the clothing for the purpose for which it is supplied.
- (b) The employer will maintain 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.
- (c) The employer will compensate an employee where, in the course of the work, an employee's clothing is damaged, destroyed by fire or by the use of corrosive substances.

#### **40. PUBLIC HOLIDAYS**

- (a) All employees (other than casual employees) are entitled to the following public holidays:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day in those areas where Hobart Regatta Day is not observed, or other day that are observed in the region in lieu of or made additional to any of the holidays mentioned above.

- (b) All Employees are to be paid at 250% (double time and half) for work performed on a public holiday. For casual Employees this payment is instead of and shall replace the casual loading.
- (c) A full time employee who does not work on a public holiday will be paid their ordinary pay for that day.
- (d) 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.
- (e) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the work not been performed on a public holiday.

#### **41. ROSTER**

- (a) Employees required to work ordinary hours outside the span of hours of 6.00am to 6.00pm, Monday to Friday will work in accordance with a roster established in accordance with this Clause.
- (b) Where a roster is established, the roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.
- (c)
  - (i) A roster established under this clause will be a rotating roster unless:



1. the employer and all the employees to be affected agree to a non-rotating roster;
  2. the employer directs an employee(s) to work in accordance with a non-rotating roster.
- (ii) In circumstances where a non-rotating roster has been established in accordance with subparagraph (i)(1) above, the non-rotating roster will not be changed to a rotating roster unless the employer and the majority of employees affected agree.
- (d) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts:
- (i) afternoon shift – 15%
  - (ii) night shift – 15%
- (e) A roster established in accordance with this Clause, whether rotating or non-rotating, will:
- (i) not require an employee to work more than eight (8) hours each day subject to agreement being reached or in accordance with the Hours Clause in this Agreement;
  - (ii) provide for not more than eight (8) days to be worked in any nine (9) consecutive days;
  - (iii) not be changed until after four (4) weeks' notice or in the case of an individual employee will not be changed except on one (1) weeks' notice of such change or the payment of two (2) weeks' pay in lieu of notice in accordance with the employees previous roster;
  - (iv) provide for a minimum of two (2) consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the employees union, alternative arrangements are made;
  - (v) clearly stipulate a twenty eight (28) day accounting period which will include an accrued day off in addition to eight (8) rostered days off.

Employees engaged to provide relief on accrued days off will, when providing relief, be regarded as rostered employees for all purposes of this Agreement (except additional annual leave). Rosters covering relief employees will not be required to rotate.

- (f) A rostered employee will work their eight (8) hour day continuously the hours will not be broken.

However, in an emergency situation the continuous hours may be broken by agreement between the employer and the employee and with the approval of

the union. All work performed in excess of a spread of nine (9) hours will be paid at the rate of double time.

- (g)
  - (i) Where an employee working on a rotating roster is directed to work on a non-rotating roster against their express wishes, the employee will be paid thirty (30) per cent more than their ordinary hourly rate for the whole period worked. The thirty (30) per cent is in substitution for and not cumulative upon the fifteen (15) per cent roster loading. Provided a part-time employee who does not agree in writing to work outside their agreed upon hours as described by clause 35(b) is to be paid overtime for such hours at double time.
  - (ii) Where an employee is directed to work a non-rotating roster, against their express wishes, on a work pattern where the work commences between the hours of 4.00pm and 6.00am the employee will be paid thirty (30) per cent more than their ordinary hourly rate for the whole period so worked. The thirty (30) percent is in substitution for and not cumulative upon the 15 per cent roster loading. Provided a part-time employee who does not agree in writing to work outside their agreed upon hours as described by clause 35(b) is to be paid overtime for such hours at double time.

## 42. REDUNDANCY PROVISIONS

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

- (a) An employee is entitled to be paid redundancy pay by the employer if the employee’s employment is terminated:
  - (i) at the employer’s initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
  - (ii) because of the insolvency or bankruptcy of the employer.
- (b) The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee’s base rate of pay for his or her ordinary hours of work:

| Redundancy pay period |  |                       |
|-----------------------|--|-----------------------|
|                       | Employee’s period of continuous service with the employer on termination | Redundancy pay period |
| 1                     | At least 1 year but less than 2 years                                    | 4 weeks               |
| 2                     | At least 2 years but less than 3 years                                   | 6 weeks               |
| 3                     | At least 3 years but less than 4 years                                   | 7 weeks               |

|    |   |          |
|----|---|----------|
| 4  | At least 4 years but less than 5 years  | 8 weeks  |
| 5  | At least 5 years but less than 6 years  | 10 weeks |
| 6  | At least 6 years but less than 7 years  | 11 weeks |
| 7  | At least 7 years but less than 8 years  | 13 weeks |
| 8  | At least 8 years but less than 9 years  | 14 weeks |
| 9  | At least 9 years but less than 10 years | 16 weeks |
| 10 | At least 10 years                       | 12 weeks |

(c) The NES sets out where the employer is not obliged to pay redundancy pay.

### 43. SATURDAY AND SUNDAY WORK - ROSTERED EMPLOYEES

#### (iii) Saturday Work

Rostered employees for working ordinary hours, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon roster loading described in the Roster clause of this Agreement. The provisions of this subclause shall not prejudice any right of an employee to obtain alternatively any higher rate in respect of that work by virtue of any provision of this Agreement.

#### (iv) Sunday Work

Rostered employees for working ordinary hours, the major portion of which falls on a Sunday, shall be paid at the rate of double time of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon the roster loading described in the Roster clause of this Agreement.

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

### 44. SLEEP OVER PROVISION

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

### 45. SUPERANNUATION

#### ii. 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.

#### **Employer contributions**

- iii. An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- iv. The employer must pay to the relevant superannuation fund the amount specified in subclause (b) no later than twenty eight (28) days after the end of each month.

#### **Voluntary employee contributions**

- v. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
- vi. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one months' written notice to their employer.
- vii. The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (d) or (e) of this subclause no later than twenty eight (28) days after the end of the month in which the authorised deduction was made.

#### **viii. Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in this Clause to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in this Clause to Hesta Super Fund (Health Employees Superannuation Trust Australia).

## 46. UNIFORMS

- (a) Employees, other than executive staff, will be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms or by mutual agreement be paid an allowance of \$4.81 per week (\$250 per year) including periods of approved paid leave.
- (b) An employee, on leaving employment, will return any uniform provided by the employer which is still in use by the employee immediately prior to leaving employment.

## 47. UNION DELEGATES RIGHTS

- (a) Union delegates or elected workplace representatives upon application in writing and approval by the employer shall be granted up to five (5) days leave each calendar year. The five (5) days granted will be unpaid provided that the employer will offer approved union delegates additional shifts to 'backfill' to prevent loss of wages.

For example, if a union delegate is away from the workplace for one (1) shift, the employer will offer one (1) additional shift to the union delegate. The additional shifts will be offered in the same four (4) week period the leave is taken.

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

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

- (c) The application to the employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided with fourteen (14) days' notice of the proposed training.

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

## **48. WAGE INCREASES**

Wage rates set out in this Agreement shall be increased on July 1 each year by the amount determined by the Modern Award and the Fair Work Commission.

In the event of an increase in Federal Government funding associated with the workforce supplement or in relation to a decision handed down from the Low Paid determination case during the life of the Agreement the parties agree to meet to discuss how this funding increase will be passed on to deliver wage increases to staff after the Government has made known the eligibility requirements for service providers, including the distribution of such funding.

## 49. DECLARATION AND SIGNATURES

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

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

### FOR THE EMPLOYER

This Agreement is signed by Anthony Smith in his capacity as General Manager of AJ & BJ Smith Pty Ltd trading as The Gardens.

Mr Smith's work address is:  
2-4 Mitcham Road  
Claremont TAS 7011

As the General Manager of AJ & BJ Smith Pty Ltd trading as The Gardens. Mr Smith has the authority to sign the Agreement on behalf of the Employer.

Mr Anthony Smith  
General Manager  
AJ & BJ Smith Pty Ltd  
trading as The Gardens.

.....

Date

.....

Witnessed by (signature)

.....

Witness name in full

.....

Witness address

.....

.....

### FOR THE UNIONS

#### **HACSU**

This agreement is signed by Mr Tim Jacobson in his capacity as the State 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, Mr Jacobson has the authority to sign the Agreement on behalf of Employees who are members of the Health Services Union, Tasmania Branch and are employed pursuant to this Agreement.

Mr Tim Jacobson  
Secretary  
Health Services Union, Tasmania Branch .....

Date .....

Witnessed by (signature) .....

Witness name in full .....

Witness address .....

.....

**ANMF**

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

Ms Ellis' work address is:

182 Macquarie Street  
HOBART TAS 7000

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

Ms Neroli Ellis  
Secretary  
Australian Nursing and Midwifery Federation,  
Tasmania Branch .....

Date .....

Witnessed by (signature) .....



Witness name in full .....

Witness address .....

.....

**FOR THE EMPLOYEES**

This Agreement is signed by Ms Lynn Clark in her capacity as Employee representative.

Ms Clark's work address is:  
2-4 Mitcham Road  
CLAREMONT TAS 7011

As the Employee representative, Ms Clark has the authority to sign the Agreement on behalf of the Employees.

Ms Lynn Clark  
Employee representative  
The Gardens. ....

Date .....

Witnessed by (signature) .....

Witness name in full .....

Witness address .....

.....

In the event of an increase in Federal Government funding associated with the workforce supplement or in relation to a decision handed down from the Low Paid determination case during the life of the Agreement the parties agree to meet to discuss how this funding increase will be passed on to deliver wage increases to staff after the Government has made known the eligibility requirements for service providers, including the distribution of such funding.

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This Agreement is signed by Anthony Smith in his capacity as General Manager of AJ & BJ Smith Pty Ltd trading as The Gardens.

Mr Smith's work address is:  
2-4 Mitcham Road  
Claremont TAS 7011

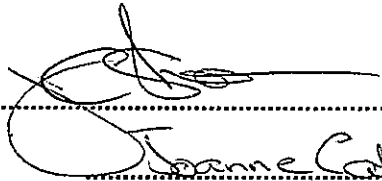
As the General Manager of AJ & BJ Smith Pty Ltd trading as The Gardens. Mr Smith has the authority to sign the Agreement on behalf of the Employer.

Mr Anthony Smith  
General Manager  
AJ & BJ Smith Pty Ltd  
trading as The Gardens.

Date

  
.....  
23 December 2014  
.....

Witnessed by (signature) .....



Witness name in full .....

Joanne Catherine Strauss

Witness address .....

10 Cleary Place  
Brighton 7030.

**FOR THE UNIONS**

**HACSU**

This agreement is signed by Mr Tim Jacobson in his capacity as the State 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, Mr Jacobson has the authority to sign the Agreement on behalf of Employees who are members of the Health Services Union, Tasmania Branch and are employed pursuant to this Agreement.

Mr Tim Jacobson  
Secretary  
Health Services Union, Tasmania Branch .....

Date .....

Witnessed by (signature) .....

Witness name in full .....

Witness address .....

.....

**ANMF**

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

Ms Ellis' work address is:

Mr Anthony Smith  
General Manager  
AJ & BJ Smith Pty Ltd  
trading as The Gardens.

.....

Date

.....

Witnessed by (signature)

.....

Witness name in full

.....

Witness address

.....

.....

**FOR THE UNIONS**

**HACSU**

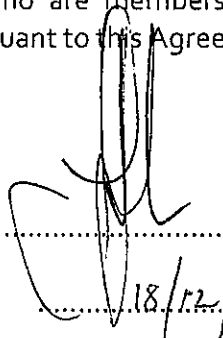
This agreement is signed by Mr Tim Jacobson in his capacity as the State Secretary of the Health Services Union, Tasmania Branch.

Mr Jacobson's work address is:

11 Clare Street  
NEW TOWN TAS 7008

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

Mr Tim Jacobson  
Secretary  
Health Services Union, Tasmania Branch



.....

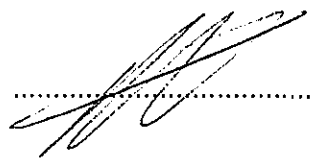
Date

.....

18/12/14

Witnessed by (signature)

.....



Witness name in full

.....JAMES EDINGTON.....

Witness address

.....11 CLIVE ST.....

.....NEW TOWN TAS 7008.....

**ANMF**

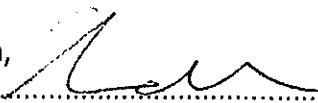
This agreement is signed by Ms Neroli Ellis in her capacity as the State Secretary of the Australian Nursing and Midwifery Federation, Tasmania Branch.

Ms Ellis' work address is:

182 Macquarie Street  
HOBART TAS 7000

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

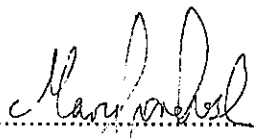
Ms Neroli Ellis  
Secretary  
Australian Nursing and Midwifery Federation,  
Tasmania Branch

..........

Date

.....22 Dec 2014.....

Witnessed by (signature)

..........

Witness name in full

.....Mary Jane Cosdee.....

Witness address

.....126 Bernedale Road.....

.....Bernedale TAS 7011.....

**FOR THE EMPLOYEES**

This Agreement is signed by Ms Lynn Clark in her capacity as Employee representative.

Ms Clark's work address is:

182 Macquarie Street  
HOBART TAS 7000

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

Ms Neroli Ellis  
Secretary  
Australian Nursing and Midwifery Federation,  
Tasmania Branch

Date

Witnessed by (signature)

Witness name in full

Witness address

**FOR THE EMPLOYEES**

This Agreement is signed by Ms Lynn Clark in her capacity as Employee representative.

Ms Clark's work address is:  
2-4 Mitcham Road  
CLAREMONT TAS 7011

As the Employee representative, Ms Clark has the authority to sign the Agreement on behalf of the Employees.

Ms Lynn Clark  
Employee representative  
The Gardens.

Date

Witnessed by (signature)

Witness name in full

Joanne Catherine Strauss

Witness address

10 Cleary Place  
Brighton TAS 7030

Schedule A - Classifications

Aged care Employee—level 1

Entry level:

An employee who has less than three (3) 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<br>Laundry hand<br>Cleaner<br>Assistant gardener | Food services assistant |

Aged care employee—level 2

An employee at this level:

## Schedule A – Classifications

### Aged care Employee—level 1

#### Entry level:

An employee who has less than three (3) 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:

|  |                         |
|--|-------------------------|
| <b>General and administrative services</b>                     | <b>Food services</b>    |
| General clerk<br>Laundry hand<br>Cleaner<br>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:

|  |                         |                              |
|--|-------------------------|------------------------------|
| <b>General and administrative services</b>   | <b>Food services</b>    | <b>Personal care</b>         |
| General clerk/Typist (between 3 months' and less than 1 year's service)<br>Laundry hand<br>Cleaner | Food services assistant | Personal care worker grade 1 |



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

### Aged care employee—level 3

An employee at this level:

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

Indicative tasks performed at this level are:

| General and administrative services  | Food services | Personal care   |
|--|---------------|---|
| General clerk/Typist (second and subsequent years of service)<br>Receptionist<br>Pay clerk<br>Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate | Cook          | Personal care worker grade 2<br>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<br>Senior receptionist<br>Maintenance/Handyperson (qualified)<br>Driver (3 ton and over)<br>Gardener (trade or TAFE Certificate III or above) | Senior cook (trade) | Personal care worker grade 3<br>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)<br>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<br>Interpreter (qualified )<br>Gardener superintendent<br>General services supervisor | Chef /Food services supervisor | Personal care worker grade 5 |

## Schedule B – Wage Rates

| <b>Agreement Classifications</b> | <b>Wage Rates \$ per week</b> |
|----------------------------------|-------------------------------|
| Aged Care employee Level 1       | \$681.40                      |
| Aged Care employee Level 2       | \$709.60                      |
| Aged Care employee Level 3       | \$737.60                      |
| Aged Care employee Level 4       | \$746.20                      |
| Aged Care employee Level 5       | \$771.40                      |
| Aged Care employee Level 6       | \$813.00                      |
| Aged Care employee Level 7       | \$827.60                      |

**Note – any current employee being paid above the rates prescribed herein will be maintained until such a time the rates in the Agreement are greater than the current rates.**

## Schedule C – Allowances

| Allowance                                     | As at FFPP<br>1/7/13 | 3% increase<br>FFPP 1/7/14 | 3% increase<br>FFPP 1/7/15 | 3% increase<br>FFPP 1/7/16 |
|---|----------------------|----------------------------|----------------------------|----------------------------|
| Foul and Nauseous                             | \$2.914              | \$0.300                    | \$0.309                    | \$0.3184                   |
| Meal Allowance - Breakfast                    | \$9.01               | \$9.28                     | \$9.56                     | \$9.85                     |
| Meal Allowance - Lunch                        | \$9.94               | \$10.24                    | \$10.55                    | \$10.86                    |
| Meal Allowance - Dinner                       | \$17.54              | \$18.07                    | \$18.61                    | \$19.17                    |
| Meal Allowance - employee provides own meal   | \$2.95               | \$3.04                     | \$3.13                     | \$3.22                     |
| Meal Charges - two or three courses           | \$4.70               | \$4.84                     | \$4.99                     | \$5.14                     |
| Meal charges - single hot or cold main course | \$3.61               | \$3.72                     | \$3.83                     | \$3.94                     |
| Meal charges - single (other) course          | \$3.28               | \$3.38                     | \$3.48                     | \$3.58                     |
| Meal charges - Breakfast                      | \$3.28               | \$3.38                     | \$3.48                     | \$3.58                     |
| Meal Allowance when working overtime          | \$11.75              | \$12.10                    | \$12.47                    | \$12.84                    |