



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Christian Homes Tasmania Inc
(AG2015/1802)

CHRISTIAN HOMES TASMANIA INC. NURSING STAFF UNION COLLECTIVE AGREEMENT 2014

Tasmania

DEPUTY PRESIDENT KOVACIC

SYDNEY, 20 APRIL 2015

*Application for approval of the Christian Homes Tasmania Inc. Nursing Staff Union
Collective Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Christian Homes Tasmania Inc. Nursing Staff Union Collective Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Christian Homes Tasmania Inc. The Agreement is a single enterprise agreement.

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

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Christian Homes Tasmania Inc. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 April 2015. The nominal expiry date of the Agreement is 30 June 2017.



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Annexure A



**CHRISTIAN HOMES
TASMANIA INC.**
ABN 18 218 156 752

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7th April 2015

Deputy President John Kovacic PSM
Fair Work Commission
GPO Box 1994
MELBOURNE VIC 3001

Dear Deputy President

RE: AG2015/1802 – application seeking approval of the Christian Homes Tasmania Inc Nursing Staff Collective Agreement 2014

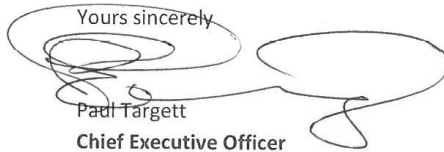
Further to the subject application and the email exchanges relating to the application, I write to advise Christian Homes Tasmania Inc. undertakes that:

1. Clause 28(j) will be read and applied as “Employees may take 2 days unpaid carer’s leave for each permissible occasion as per the Fair Work Act 2009”; and
2. With regard to clause 37(d), no employee will receive a redundancy payment less than that provided for in the Fair Work Act 2009.

I express my appreciation for your assistance in this matter and request that at a convenient opportunity the matter be processed and the agreement approved.

For your information, despite the length of time since the agreement was to commence, no employees have been in any way disadvantaged by the time lapse. All provisions of the agreement have been implemented by Christian Homes Tasmania Inc. and all wage increases paid.

Yours sincerely



Paul Targett
Chief Executive Officer

RESIDENTIAL CARE
Hawthorn Village and Snug Village

INDEPENDENT LIVING UNITS
Denison Court, Freeman Court, Snug Village, Wells Court and Wellington Vista

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

Christian Homes Tasmania Inc.

NURSING STAFF

UNION COLLECTIVE AGREEMENT 2014

Incorporates:

Nurses Award 2010

Christian homes Tasmanian Inc. Union Collective Agreement 2009

Christian homes Tasmanian Inc. Union Collective Agreement 2011

**This is a Single-Enterprise Agreement as provided by
The Fair Work Act 2009**

1. TITLE OF AGREEMENT

This is the Christian Homes Tasmania Inc. Nursing Staff Union Collective Agreement 2014 ('the Agreement').

2. ARRANGEMENT

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- 39 Grievance and dispute procedure
- 40 No extra claims
- 41 Enterprise flexibility
- 42 No precedent

Schedule 1A: Signatories to the Agreement

Schedule 1B: Wage and Wage Increases

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall become operational on the seventh day after the date of issue of the notice advising that the Agreement, and any accruing entitlements, from the first full pay period commencing on or after 1st July 2014 upon the declaration of a successful ballot of all nursing employees. Any back payment in relation to the wage increase shall be made within 60 days from the operation of this Agreement.

The Agreement shall remain in force until the nominal expiry date of 30 June 2017, subject to the requirements of the Fair Work Act 2009 (the Act) an application to vary the terms of the Agreement can be made under Part 2, Division 7 of the Act.

4. APPLICATION

This Agreement contains all the terms and conditions of employment for employees covered by the Agreement shall apply to nursing staff employed by Christian Homes Tasmania Inc.

5. PARTIES BOUND BY THIS AGREEMENT

This Agreement is binding on the following parties –

- a) The Australian Nursing and Midwifery Federation, Tasmanian Branch;
- b) Christian Homes Tasmania Inc. (A.B.N. 18 218 156 752) ;
- c) Health Services Union, Tasmanian Branch; and
- d) All nursing staff employed by the employer in positions classified in this Agreement.

6. RELATIONSHIP TO THE AWARD AND PREVIOUS AGREEMENTS

The parties to this Agreement assert that the contents of the Agreement:

- a) Refer to all conditions of employment of persons employed by the employer; and
- b) Deal with and prevail over all matters in any award deemed to apply to the employees.

7. DEFINITIONS

AHPRA means the Australian Health Practitioners Regulation Agency.

Afternoon shift means a shift finishing between 1800hrs and 0000

Casual employee means a person who is engaged on an irregular, variable or unpredictable basis or on an as and when required basis.

Day shift means a shift worked between 0600hrs and 1800hrs.

Day worker means an employee whose ordinary weekly hours are worked between 0600hrs and 1800hrs Monday to Friday inclusive.

Employer means Christian Homes Tasmania Inc. (ABN 18 218 156 752)

Enrolled nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency (AHPRA) as an Enrolled Nurse with a medication endorsement.

Facility means a nursing home registered as such under the Aged Care Act 1997.

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

Immediate family member means the following members of an employee's immediate family:

- a) A spouse, child, parent, grandparent, grandchild or sibling of the employee;
- b) A child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- c) Spouse includes a former spouse, a de-facto spouse or a former de-facto spouse or same sex partner.
- d) Child includes an adopted child; a stepchild; and ex-nuptial child and an adult child.

NES means the National Employment Standards as amended from time to time, which represent the minimum standards applying to the employment of each Employee.

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

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

Part-time shift worker means a part-time employee who holds a regular position on a roster.

Registered Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency (AHPRA) as a Registered Nurse

Relevant rate means the salary for an employee's classification as specified in Schedule 1B

Relevant hourly rate means the salary for an employee's classification as specified in Schedule 1B (the relevant rate) divided by 52 to achieve the weekly rate and then divided by 38.

Residential Aged Care Facility means a facility registered as such under the Aged Care Act 1997.

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

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

Year of service means 1976 ordinary hours worked, including paid public holidays annual leave, compassionate leave and personal leave.

8. FLEXIBILITY ARRANGEMENTS

The 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:

- (a) The agreement deals with 1 or more of the following matters:
 - i) Arrangements about when work is performed; overtime rates;

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- ii) Penalty rates;
 - iii) Allowances;
 - iv) Leave loading.
- (b) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and, the arrangement is genuinely agreed to by the employer and employee.
- 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
 - (ii) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iii) Includes details of:
 - a) The terms of the enterprise agreement that will be varied by the arrangement; and
 - b) How the arrangement will vary the effect of the terms; and
 - c) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - d) States the day on which the arrangement commences.
- d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The employer or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or,
 - b. If the employer and employee agree in writing — at any time.
- f) The Employer is responsible for ensuring that all of the requirements of subclause (c) of this Clause are met.

9. NATIONAL EMPLOYMENT STANDARDS

Any matter which is provided for in the NES, and where there is an inconsistency between a clause in this Agreement and the NES (which would apply), and the NES provides a greater benefit, the NES provision will apply to the extent of this inconsistency.

10. CONTRACT OF EMPLOYMENT

- a) Employment of full time and part-time employees is to be by the fortnight.
- b) Employees, other than casual employees, are entitled to be paid in respect of any week at their relevant hourly rate as specified in this Agreement, including shift and weekend loadings and overtime where applicable, if –
 - i) Due to the act, default or order of their employer they do not work for their full number of ordinary hours; and
 - ii) They are ready, willing and available to work their full number of ordinary hours in that week.
- c) A probation period of three (3) months will be undertaken by the employee with a possibility of a further three (3) months extension if required.
- d) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated by notice as prescribed by *Fair Work Act 2009* (Commonwealth) as amended or by the payment of salary in lieu thereof.

The notice prescribed under the Act is as follows:

10.1 Notice of termination by the Employer

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

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

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

10.2 Notice of termination by the Employee

- a) No employee shall, without the consent of the employer, resign without given 14 days of intention so to do or forfeiting salary earned during the pay period current at the time of

resignation; provided that in no circumstances shall the employee forfeit more than 14 days' pay at the rates prescribed for his or her classification.

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

10.3 Instant dismissal

The Employer shall have the right to dismiss the employee without notice for conduct that justifies instant dismissal including but not limited to neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

10.4 Discussions prior to decision to terminate employment

Where disciplinary action may be necessary due to an employee's alleged misconduct or poor performance, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues.

In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file. Depending on the seriousness of the misconduct or poor performance the employer may choose not to issue a first warning and to proceed directly to a final warning.

If the problem continues, or if there are other allegations of misconduct or poor performance, then the employee may be terminated after the matters have been investigated and reasons sought from the employee.

Summary dismissal of an employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Act 2009* as amended).

During all steps in the disciplinary procedure, the employee has the right to representation of his or her choice.

If the employee is suspended during the period of investigation the employee will be paid their normal wages.

If an employee has a warning in place for more than twelve months then that employee has the right to seek a review of the warning to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of his or her choice.

10.5 Records

Except in the case of serious or wilful misconduct, an employee's personnel records relating to either disciplinary procedure, performance management or formal warning will be disregarded where the period of performance management/disciplinary procedure or warning has elapsed without further warning/s. If an employee has a performance management plan, disciplinary procedure or warning in place for a period greater than twelve months then that employee has the right to seek a review of the action in order to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of the employee's choice.

11. CASUAL EMPLOYEES

- a) For the purposes of this clause and this Agreement, **casual employee** means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- b) A casual employee's engagement is by the hour.
- c) Notwithstanding above if required to attend for work a casual employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement.

PROVIDED THAT these provisions may be varied by agreement between the employer and the employee.

- d) Where an employer has engaged a casual employee in accordance with this clause the employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time in the case of a day shift, and up to six hours before the scheduled commencing time of either an afternoon or night shift.

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

- e) A casual employee whose engagement is cancelled without the minimum notice specified in (d) above and who has incurred child care fees shall, upon providing the employer with documentary proof of the expenditure so incurred, be reimbursed in full.

PROVIDED THAT a claim for reimbursement must be made to the employer no later than four weeks from the date the expenditure was incurred.

- f) The rate of pay for ordinary hours of work is the relevant hourly rate, plus a loading as indicated in 11 (h) below, in lieu of annual leave, personal leave and public holidays.
- g) Casual employees must not be placed on a roster for a period in excess of six weeks to temporarily cover the absence of a full time or part-time employee or vacancies.
- (h) The casual loading shall be 25%.
- (i) A casual employee rostered to work a public holiday shall be paid double time at the base rate of pay.

12. PART-TIME EMPLOYEES

For the purposes of this Clause and this Agreement, a part-time employee is an employee who is engaged to work less than an average of 38 hours per week and whose hours of work are reasonably predictable.

- a) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

The terms of the agreement may be varied by agreement and recorded in writing.

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- b) Part time employees shall be provided with a minimum of two hours continuous work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work.
 - c) Part-time employees shall be entitled to annual leave, public holidays and personal leave as prescribed in this Agreement, provided that payment shall be made at the rate normally paid to such employees for a similar period of time worked. The wage rates payable per hour shall be one thirty-eighth of the relevant full-time weekly rate.
 - d) The penalty rates prescribed for full-time employees for work performed on Saturdays, Sundays and public holidays are applicable to part-time employees.

13. FULL TIME EMPLOYEES

For the purpose of the clause and this Agreement a full-time employee is one who is engaged to work 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.

When an employee is entitled to an accrued day off, in accordance with the arrangement or ordinary hours of work as set out in clause 14 (b) below, ADOs will be taken within 12 months of the date on which the first ADO accrued.

14. HOURS OF WORK – DAY WORKERS

- a) The ordinary weekly hours of work for full time employees are thirty-eight.
- b) The ordinary hours of work specified in (a) above are to be worked over five days, Monday to Friday in continuous periods of eight hours per day between 0600hrs and 1800hrs.
- c) The spread of hours specified in sub clause (b) above may by agreement between the employer and the majority of employees concerned be altered for all employees, or a section of employees as long as the spread remains at 12 hours
- d) Work performed before 0600hrs and after 1800hrs, other than by agreement as provided for in (c) above, is to be paid at overtime rates.

14.1 Make up Time

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

PROVIDED THAT for the purpose of this Clause, where an employee's ordinary hours of work within the spread of hours 0600hrs to 1800hrs have been fewer than thirty-eight in any week, hours worked outside that spread shall be deemed to be part of the employee's ordinary hours of work.

15. HOURS OF WORK – SHIFT WORKERS

- a) Other than as provided for in (b) and (c) below, the ordinary hours of shift workers are not to exceed –

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- i) 8 in any one day;
 - ii) 48 in any one week;
 - iii) 88 in 14 consecutive days;
 - iv) 114 in 21 consecutive days; or
 - v) 152 in 28 consecutive days.
- b) Notwithstanding (a) above, by agreement between the employer and a majority of the employees in a particular ward or work area, the ordinary hours of work for night shift employees may be extended to ten per day, to be paid at the appropriate shift rate.
- c) Notwithstanding (a) above, by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of twelve per day.

PROVIDED THAT such an agreement may be discontinued by either the employer or the employee giving fourteen days written notice.

PROVIDED FURTHER THAT no employee or prospective employee shall be required by the employer to work under the terms of this sub clause as a condition of employment except by agreement between the employer and employee.

- d) Subject to this clause shift workers shall by mutual agreement work at such times as required by the employer.
- e) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine hours since the employee's previous shift finished.

15.1 Part-time shift workers

- a) The number of rostered hours worked by a part-time shift worker shall not exceed 80 in any one fortnight or 152 hours in 28 days.
- b) Where a part-time employee works in excess of those stipulated in (a) above those excess hours are to be paid at double time.

15.2 Daylight savings

At the changeover of time consequent upon daylight savings in each year –

- i) Employees shall be paid for actual time worked.
- ii) Employees paid in accordance with (i) are not entitled to payment for the one hour lost.

15.3 Make up time

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

16. CLASSIFICATIONS

Definitions

Enrolled nurse means means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency (AHPRA) as an Enrolled Nurse.

Enrolled Nurse – Pay point 1

- a) Pay point 1 refers to the pay point to which an EN has been appointed.
- b) An employee will be appointed based on training and experience including:
 - Relevant practical experience in the provision of nursing care and/or services.
 - The undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- c) Skill Indicators;
 - The employee is required to demonstrate some of the following in the performance of their work
 - Speed and flexibility and accurate decision making
 - Organisation of own workload and ability to set own priorities with minimal direct supervision;
 - Observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or;
 - Communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups

Enrolled Nurse – pay point 2

- a) Pay point 2 refers to the pay point to which and EN has been appointed.
- b) An employee will be appointed based on training and experience including:
 - Not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - The undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- c) Skill indicators;
 - The employee is required to demonstrate some of the following in the performance of their work;
 - Contributes information in assisting the RN with the development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
 - Responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision, and
 - Efficiency and sound judgement in identifying situations requiring assistance from an RN.

Registered nurse – Level 1 (RN1)

An employee at this level performs their duties according to their level of competence and under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction.

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

- a) Delivering direct and comprehensive nursing care and individual case management to residents within the practice setting;
- b) Coordinating services, including those of other disciplines or agencies, to individual residents within the practice setting;
- c) Providing education, counselling and group work services orientated towards the promotion of health status improvement of residents within the practice setting;
- d) Providing support, direction and education to newer or less experienced staff, including EN's, Student EN's and student nurses, etc.;
- e) Accepting accountability for the employee's own standards of nursing care and service delivery; and
- f) Participating in action research and policy development within the practice setting.

Registered nurse – Level 2 (RN) 2

An employee at this level holds any other qualification required for working in the employee's particular practice setting and is appointed by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

In addition to the duties of a RN1 an employee at this level will perform the following duties in accordance with practice setting and resident groups.

The duties of a Clinical Nurse will substantially include, but are not confined to:

- a) Delivering direct and comprehensive nursing care and individual case management to a specific group of residents in a particular area of nursing practice within a practice setting;
- b) Providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's etc.
- c) Being responsible for planning and coordinating services relating to a particular group of residents in the practice setting, as delegated by the Clinical Nurse Consultant.
- d) Acting as a role model in the provision of holistic care to residents in the practice setting; and
- e) Assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse – Level 3 (RN3)

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

In addition, an employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

In addition to the duties of an RN2, an employee at this level will perform the following duties:

Duties of a Clinical Nurse Consultant will substantially include, but are not confined to:

- a) Provide leadership and role modelling, in collaboration with others including the Nurse Manager and Nurse Educator, particularly in the areas of action research and quality assurance programs;
- b) Staff and resident education;
- c) Staff selection, management, development and appraisal;
- d) Participating in policy development and implementation.
- e) Acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- f) Delivering direct and comprehensive nursing care to a specific group of residents with complex nursing care needs, in a particular area of nursing practice within a practice setting.
- g) Co-ordinating, and ensuring the maintenance of standards of the nursing care of a specific group of residents within a practice setting; and
- h) Coordinating or managing nurse or multidisciplinary service teams providing acute nursing and community services.

Duties of a Nurse Manager will substantially include, but are not confined to:

- a) Providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- b) Staff selection and education;
- c) Allocation and rostering of staff;
- d) Occupational health and safety;
- e) Initiation and evaluation of research related to staff and resource management;
- f) Participating in policy development and implementation;

- g) Acting as a Consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- h) Being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- i) Managing financial matter, budget preparation and cost control in respect of nursing within that span of control.

Duties of a Nurse Educator will substantially include, but are not confined to:

- a) Providing leadership and role modelling in collaboration with other including the Clinical Nurse Consultant and the Nurse Manager, particularly in the areas of action research.
- b) Implementation and evaluation of staff education and development programs;
- c) Staff selection;
- d) Implementation and evaluation of resident education programs;
- e) Participating in policy development and implementation;
- f) Acting as a Consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care) and;
- g) Being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse – Level 4 (RN4)

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

An employee at this level may also be known as an Assistant Director of Nursing (Clinical), Assistant Director of Nursing (Management) or Assistant Director of Nursing (Education). Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

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

Duties of an Assistant Director of Nursing (Clinical) will substantially include, but are not confined to:

- a) Providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (Management) and Assistant Director of nursing (Education), particularly in the areas of selection of staff within the employee's area of responsibility.
- b) Provision of appropriate education programs, coordination and promotion of clinical research projects;
- c) Participating as a member of the nursing executive team;

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- d) Contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - e) Managing the activities of, and providing leadership, coordination and support to, a Specified group of Clinical Nurse Consultants;
 - f) Being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - g) Being accountable for the development, implementation and evaluation of patterns of resident care for a specified span of control;
 - h) Being accountable for clinical operational planning and decision making for a specified span of control; and
 - i) Being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Duties of an Assistant Director of Nursing (Management) will substantially include, but are not confined to:

- a) Providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (Clinical) and the Assistant Director of Nursing (Education), particularly in the areas of selection of staff within the employee's area of responsibility.
- b) Coordination and promotion of nurse management research projects;
- c) Participating as a member of the nursing executive team,
- d) Contributing to the development of nursing and health unit policy for the purpose of facilitating the provisions of quality nursing care;
- e) Managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Managers;
- f) Being accountable for the effective and efficient management of human and material resources within a specified span of control;
- g) Being accountable for the development and coordination of nursing management systems within a specified span of control.
- h) Being accountable for the structural elements of quality assurance for a specified span of control.

Duties of an Assistant Director of Nursing (Education) will substantially include, but are not confined to:

- a) Providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (Clinical) and Assistant Director of Nursing (Management), particularly in the areas of selection of staff within the employee's area of responsibility;
- b) Coordination and promotion of nurse education research projects;

- c) Participating as a member of the nursing executive team, and contributing to the development of nursing and health unity policy for the purpose of facilitating the provision of quality nursing care;
- d) Managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
- e) Being accountable for the standards and effective coordination of education programs for a specified population;
- f) Being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- g) Being accountable for the management of educational resources, including their financial management and budgeting control; and
- h) Undertaking career counselling for nursing staff.

Registered nurse – Level 5 (RN5)

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

An employee at this level is known as a Director of Nursing.

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

In addition to the duties of an RN4, an employee at this level will perform the following duties;

- a) Be accountable for the standards of nursing care for the facility and for the coordination of the nursing service of the facility;
- b) Participating as a member of the executive of the facility, being accountable to the executive of the facility, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of residential health policy;
- c) Providing leadership, direction and management of the nursing division of the facility in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors;
- d) Providing leadership and role modelling, in collaboration with others, particularly in the area of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating the interests of nursing to the executive team;
- e) Managing the budget of the facility;
- f) Ensuring that nursing services meet changing needs of residents through proper strategic planning; and

- g) Complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Registered Nurse Ratio

The minimum number of full time equivalent Registered Nurses at Level 2 is to be 25% of the registered nurse full time equivalent positions.

PROVIDED THAT positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.

Nurse undertaking post graduate training

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

Enrolled nurse upgrading to registered nurse

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

Provided that an Enrolled Nurse who qualifies as a Registered nurse will commence at the RN salary of level 1 year 2.

Salary re-entry – registered nurses

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

Salary re-entry – enrolled nurses

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

17. ACCELERATED ADVANCEMENT

- a) Subject to (b) a registered nurse level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Australian Health Practitioners

Regulation Authority, or at any time during the person's employment history as a registered nurse Level 1, on attaining

- i) A UG1 degree in nursing; or
 - ii) Registration in another branch of nursing or on another nursing register maintained by the Australian Health Practitioners Regulation Authority where the employee is working in a particular practice setting which requires the additional registration; or
 - iii) Successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.
- b) A registered nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.

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

18. SALARY INCREASES

The salaries set out in Schedule 1B will be increased by the following amounts:

- 3.00% from the first full pay period on or after 1 July 2014;
 - 3.00% from the first full pay period on or after 1 July 2015; and
 - 3.00% from the first full pay period on or after 1 July 2016.
- a) During the life of this Agreement, arbitrated safety net adjustments and increases to the rates of pay contained in the Nurses Award 2010 are not applicable to employees covered by this Agreement.

PROVIDED THAT during the life of this Agreement, the salary rates specified in this Agreement will, as a minimum, be maintained at a level not less than the salaries prescribed in that Award.

19. SUPERANNUATION

- a) For the purpose of this clause and this Agreement the **nominated fund** means the Health Employees Superannuation Trust Australia (HESTA) or any successor.
- b) Superannuation contributions for each eligible employee are to be made to a fund of the employee's choice as specified in writing by the employee.

PROVIDED THAT the employer will make contributions on behalf of all employees, irrespective of their age, employment status or monthly earnings.

- c) In circumstances where eligible employees do not inform the employer of their choice of superannuation fund, as provided for in sub clause (b), the employer will remit the appropriate contributions for such employees to the nominated fund.
- d) Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.
- e) Superannuation contributions shall be made as a minimum, on a monthly basis.

20. SALARY PACKAGING AND SALARY SACRIFICE

- a) The parties to this Agreement agree that the rate of pay as specified in Schedule 1B of this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation as amended from time to time.
- b) Employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits. The employer is required to offer salary packaging to all employees by no later than 6 months after the operation of this Agreement.
- c) The employer agrees that the terms and conditions of such a package must be subject to the following provisions, overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this clause.
- d) Non salary packaged benefits must be paid for any period in respect of which the employee is paid salary or the equivalent, including but not limited to worker's annual or other leave with pay; including long service leave.
- e) If during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to worker's compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.
- f) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in the Agreement. Any outstanding FBT benefit still due under this agreement upon termination will be paid as cash salary following appropriate taxation adjustments
- g) Superannuation payments required under the Superannuation Guarantee (Administration) Act 1992 as amended from time to time must be calculated on the Agreement salary rate as per Schedule 1B as if no salary packaging agreement was in place.
- h) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place.
- i) Employees who have entered into a salary packaging agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.
- j) Any salary increases awarded through amendments or enterprise bargaining shall be payable to the employees covered by a salary packaging agreement; such increase to be applied to the base rate of pay before salary packaging.
- k) No employee, as a result of entering into a salary packaging agreement, shall receive less, in salary and benefit, than currently provided for in this Agreement). The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing.
 - i) that there is no compulsion for any employee to participate in salary packaging;
 - ii) that all Agreement conditions, other than salary packaging, will continue to apply;

- iii) that the employee is encouraged to consult with a financial advisor before signing a salary package agreement. To facilitate this employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - iv) of the classification level and the current base salary payable as applicable under this agreement;
 - v) of the right of the employee to inspect details of the payments and transactions made under the terms of any agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a print out of the relevant information;
 - vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
 - vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for any reasons other than legislative requirements then both the employer and the employee must give two months notice, except in circumstances in which an employee ceases to be employed by the employer.
- l) That in the event that the employer ceases to attract exception from payment of Fringe Benefit Tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in Schedule 1B of this Agreement

21. ALLOWANCES

21.1 Higher duties and in charge allowance

- a) An employee who, for a period of five or more consecutive working days, performs the duties of a position higher than those of the employee's normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.
- b) A registered nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit shall be paid \$21.00 for each shift worked

PROVIDED THAT in charge allowance will be paid to employees working on weekends or public holidays shifts when they are the only nurse on site and the custodian of the Schedule 8 drug keys

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

PROVIDED FURTHER THAT there is no entitlement to this payment if a registered nurse Level 2 or above is rostered for duty at the same time and in the same unit.

21.2 Post graduate qualification allowance

- a) A registered nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows –

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- i) For a post graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate of pay;
 - ii) For a post graduate diploma or a degree other than a nursing under graduate degree - 6.5% of the relevant hourly rate of pay;
 - iii) A masters or a doctorate – 7.5% of the relevant hourly rate of pay;
- b) An Enrolled Nurse who holds an advanced Diploma shall be paid an allowance of 6.5% of the relevant hourly rate of pay

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

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

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

21.3 Preceptor allowance

An enrolled nurse, a registered nurse Level 1 or a registered nurse Level 2 who acts as a preceptor shall be paid an allowance of \$2.00 per hour for all time spent so acting, subject to the following –

- a) The employee must be a qualified preceptor; and
- b) Where an employer requires an employee to act as a preceptor the employer will pay all course fees and provide time off on full pay for the employee to attend the preceptor course.

21.4 Meal allowance when required to work away from usual workplace

- a) Where the duties of an employee require them to travel from their normal place of work, and the employee so required is more than 16 kilometres away at the normal meal hour (breakfast, lunch and dinner), the employee shall, subject to this clause be paid in accordance with the Australian Taxation Office rates prevailing at the time.
- b) The allowances specified in sub clause (a) will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates during the life of this Agreement or by any adjustments made by the Australian Fair Pay Commission, whichever is the highest.

21.5 Driving licence allowance

An employee directed by the employer to drive vehicles requiring a driving licence is to be reimbursed the cost of the driving licence.

PROVIDED THAT this provision does not apply to employees who are required to drive only on an occasional basis.

21.6 Travel allowance

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

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

21.7 Allowances and loadings not to be taken into account

- a) Allowances specified in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.
- b) Notwithstanding sub clause (a) herein, the loading payable to casual employees shall be taken into account before calculating the penalty rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

22. PAYMENT OF WAGES

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

22.1 Time and interval of payment

- a) Wages are to be paid fortnightly during working hours and not later than Thursday.
- b) When a pay day falls on a public holiday wages shall be paid on the last working day prior to the public holiday.
- c) The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.

22.2 Method of payment of wages

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

22.3 Statement of wages

On or before pay day the employer is to provide to employees full written details of the wages being paid in that pay period.

22.4 Deduction of moneys

- a) Where authorised by an employee in writing, the employer is to make deductions from the employee's wages.
- b) Where on termination of employment an employee owes money to the employer, including the cost of unreturned uniforms and other property of the employer, the employer is entitled to deduct such owed money from the employee's final pay as authorised by the employee.

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

22.5 Late payment of wages

- a) Except in circumstances beyond the control of the employer, and subject to 22.6 below, an employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid the overtime rate after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.
- b) Payment at the overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.
- c) Provided that, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of pay.
- d) For the purposes of this clause the ordinary rates shall be exclusive of premiums, loadings or penalties.

22.6 Agreed alternative arrangements - no waiting time payment to apply

Subject to 22.7 the provisions of 22.5 shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and the employee agree to an alternative arrangement for payment.

22.7 Alternative arrangement broken – penalty to apply

Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agree arrangement as provided in 22.6 the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with 22.5 (a) until such time as payment is effected.

22.8 Payment of wages on termination

- a) Where employment is terminated summarily or on the giving of the prescribed notice all moneys owing shall, where practicable, be paid to the employee on the day of termination.
- b) If payment at the time of termination is not practicable the employer shall, on the next working day of the pay office arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account.

22.9 Overpayments

- a) In the event of an overpayment to an employee where the overpayment has been made in one lump sum the following shall apply.
- The employer will negotiate a repayment arrangement with the employee.
 - If agreement is reached such agreement will be documented and implemented.
 - If no agreement is reached and the employee does not authorise the employer to make any deductions from their pay, in accordance with s.324 of the *Fair Work Act* then either the employer or the employee can activate Clause 39, Grievance and Dispute procedure in an attempt to resolve the issue.

PROVIDING THAT except where financial hardship can be proven and the employee will be placed in financial difficulties alternative arrangements can be made by both parties in writing.

- b) In the event of an overpayment to an employee where the overpayment has been made over an extended period of time the following shall apply:
- The employer will negotiate a repayment arrangement with the employee.
 - If agreement is reached such agreement will be documented and implemented.
 - If no agreement is reached and the employee does not authorise the employer to make any deductions from their pay, in accordance with s.324 of the *Fair Work Act* then either the employer or the employee can activate Clause 39, Grievance and Dispute procedure in an attempt to resolve the issue.
- c) In the event of exceptional circumstances the provisions of sub-clause (a) and (b) may be waived by agreement between the employer and the employee.

22.10 Underpayments

- a) Where an error has been made by the Pay Office or validating Manager:

On request by the employee, an electronic payment will be made (two pay slips will be issued in the following pay period).

- b) Where the error was made by the employee, an "extra" pay will be made in the following pay period.

23. MEAL BREAKS

23.1 Meal times – day workers

The minimum time allowed for meals shall be half an hour.

23.2 Work during meal break

- a) Subject to existing customs and practices a day worker who is directed to work during their usual meal break shall, for all work performed during such period and until a meal break is allowed, be paid at the rate of time and one half of their relevant hourly rate.

- b) By arrangement with the relevant employees an unpaid meal break of not less than half an hour and not more than one hour shall be allowed on each day for employees who have worked in excess of four hours.
- c) Where employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.

23.3 Meal breaks when required to work overtime

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

PROVIDED THAT an employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

An employee required to work for more than two hours without being notified the previous day or earlier of the requirement to work overtime shall be paid a meal allowance of \$5.41 or supplied with a meal by the employer.

23.4 Charges for meal provided by employer

- a) The maximum amount that shall be charged or deducted where employees receive a meal from their employer shall be:
 - i. Breakfast lunch or evening meal –
 - two or three course \$10.00

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

PROVIDED FURTHER THAT the charges specified in sub clause (a) will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates during the life of this Agreement or by any adjustments made by the Australian Fair Pay Commission, whichever is the highest.

24. OVERTIME

24.1 Requirement to work reasonable overtime

- a) Subject to (b) below an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.
- b) An employee may decline to work overtime if it would result in the employee working hours which are unreasonable having regard to:
 - i) Any risk to the employee's health and safety;
 - ii) The employee's personal circumstances including family responsibilities;

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- iii) The needs of the employer;
 - iv) The notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
 - v) Any other relevant matter.
- c) Overtime is not to be worked without the prior approval of the employer.

24.2 Payment for working overtime - Day Workers

- a) Full time and Part time employees engaged to work in a day work situation but outside the ordinary hours of work shall receive the penalty rate as follows: –
- i) Monday to Friday inclusive – time and a half for the first two hours and double time thereafter;
 - ii) Saturday – time and a half for the first two hours and double time thereafter;
 - iii) Sunday – double time;
 - iv) Public holidays – double time.

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

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

24.3 Director of Nursing/Care

The Director of Care is not entitled to payment for overtime.

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

24.4 Calculation of overtime to be based on Agreement rates

For casual employees receiving a loading in lieu of personal leave, annual leave and public holidays, payment for overtime is to be calculated by reference to the relevant hourly rate excluding the loading.

24.5 Time off in lieu of payment for overtime

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

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

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

24.6 Payment of Overtime for Shift Workers – See Clause 26 Shift Work Arrangements.

25. ON-CALL ARRANGEMENTS

25.1 Call back

- a) An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant hourly rate, as follows:
 - i) For the first recall a minimum payment of four hours; and
 - ii) For any subsequent recall a minimum payment of three hours.
- b) Time reasonably spent in getting to and from work is to be regarded as time worked.
- c) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

25.2 Close call

- a) For the purposes of this Clause **close call** means an employee being required to be on call for duty and not allowed to leave the workplace.
- b) Employee may be required by the employer to remain on close call.
- c) An employee required to remain on close call shall –
 - i) If not required to commence work be paid a minimum payment equivalent to six hours at the employee's relevant hourly rate; or
 - ii) If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in 24.1 (a) above.

25.3 Remote call

- a) For the purpose of this Clause **remote call** means an employee rostered to be available for call but allowed to leave the workplace.
- b) An employee rostered to remain on remote call is to be paid 1 hours pay of the base hourly rate for shift when so rostered.
- c) If an employee rostered to be on remote call is recalled to work payment is to be as specified in 25.1 (a) above, in addition to the allowance specified in 25.3 (b) above.

PROVIDED THAT the remote call rate specified in sub clause 25.3(b) will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates during the life of this Agreement.

25.4 Telephone Advice Allowance

An employee, who is required to be available to give advice by telephone in relation to service operated by the Employer, shall be paid for phone calls in 15 minute blocks at the base hourly rate.

26. SHIFT WORK ARRANGEMENTS

26.1 Afternoon and night shift allowances

- a) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts –
 - i) Afternoon shift – 12.5%;
 - ii) Night shift – 15.0%.
- b) A shift worker who –
 - i) During a period of engagement on shift, works night shift only; or
 - ii) Works on night shift for a period in excess of four consecutive weeks; or
 - iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;

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

26.2 Saturday shifts

A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in 26.1 (a) above.

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

26.3 Sunday and holiday shifts

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

PROVIDED THAT these loadings shall be in substitution for, and not cumulative upon, the shift allowance set out in sub clause 26.1 above.

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- b) The time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.
 - c) Where a shift falls partly on a holiday, the shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

26.4 Broken or split shifts

Broken shifts may be worked by agreement between the employer and the employee(s) concerned.

PROVIDED THAT work performed outside the spread of nine working hours on a broken shift is to be paid at the relevant overtime rate.

26.5 Part-time shift workers – work outside rostered shifts

- a) Where a part-time employee is directed to work shifts other than in accordance with this clause the employee shall be entitled to the overtime payments prescribed in this clause.

PROVIDED THAT when an employee worked by choice or mutual agreement outside rostered shifts they shall not be subject to penalty (other than shift, weekend and public holiday penalty) provided that any time worked in excess of eight hours per day be paid at double time.

26.6 Rosters

There is to be a shift roster which must –

- a) **Rotation**
Make provision for rotation unless all of the employees concerned desire otherwise; and
- b) **Number of shifts**
Not roster any employee to work for more than eight shifts in any nine consecutive days; and
- c) **Roster period**
Stipulate a twenty-eight day roster period which is to include an accrued day off in addition to eight rostered days off; and
- d) **Minimum number of days off**
Make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the employer and the employee(s) concerned; and
- e) **Changes to roster**
Not be changed without a minimum of four weeks notice.

PROVIDED THAT by agreement between the employer and the employee(s) concerned changes to rosters may occur without the four weeks notice specified in (e) above.

PROVIDED FURTHER that an employee's place on a roster shall not be changed except with a week's notice of such a change, or payment of the relevant overtime rate.

f) **Meal breaks.**

The unpaid meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.

PROVIDED THAT a day shift worker's meal break is to be taken between 1200hrs to 1400hrs.

PROVIDED THAT notwithstanding this Clause agreement may be reached between the employer and the employee(s) for different arrangements to allow for special circumstances.

i) **Meal breaks are unpaid except –**

- a) In circumstances where there is only one Nurse on duty, that Nurse shall be entitled to a paid meal break;
- b) When an employee is required to remain at the workplace and may be called upon to return to work during a meal break, in which circumstances the meal break is to be paid.

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

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

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

g) **Handover**

- i) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 45 minutes in any twenty-four hour period is to be paid for handover.

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

PROVIDED FURTHER that if handovers exceed forty-five minutes no additional payment shall be made.

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

h) **Payment for overtime**

- i) For work performed by shift workers outside the ordinary hours of their shifts, double time is to be paid, provided a minimum of eight ordinary hours has been worked on that day.

PROVIDED THAT this payment shall not apply in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to rotation of shifts.

- ii) In circumstances where the employer is given less than four hours notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designated time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the employer.

PROVIDED THAT for all time worked in excess of that four hour period the unrelieved shift worker is to be paid at the rate of double time.

PROVIDED FURTHER that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

i) **Rest period after overtime**

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

j) **Calculation of overtime**

In the case of an employee in receipt of a loading, the period of overtime shall be paid for at the rate of double the relevant hourly rate.

27. ANNUAL LEAVE

27.1 Period of leave

a) **Full time day workers**

Full time employees working a thirty-eight hour week are entitled to 152 hours annual leave that accrues progressively over their period of continuous service.

b) Part-time day workers

Part-time day employees working less than a thirty eight hour week are entitled to 152 hours pro-rata annual leave that accrues progressively over their period of continuous services.

c) Shift workers

Shift workers who work at least 20 weekend days in any one leave year shall be allowed, in addition to the 152 hours prescribed in sub clause (a) above, an extra thirty-eight hours annual leave pro-rata, to be taken in a period of seven consecutive days including non-working days.

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

d) Director of Nursing/Care

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

e) Annual leave exclusive of public holidays

- i) Annual leave taken shall be exclusive of public holidays
- ii) A part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee is rostered back to work.

f) Annual leave may be taken in more than one period

Annual leave is to be granted and may be taken in any combination of periods agreed between the employer and the employee. Employees shall not be required to take annual leave during any period of shutdown except by mutual consent.

g) Time of taking leave

Annual leave is to be taken, at a mutually agreed time between the employer and the employee, within a period not exceeding six months from the date when the entitlement to annual leave accrued and after not less than four weeks notice between both parties.

h) Payment for period of leave

Employee shall provide 4 weeks notice prior of their intention to take annual leave and will be paid the total amount of annual leave in advance of the number of hours the employee has accrued up to the date of the commencement of the annual leave. Should the employee have provided at least 4 weeks notice of their intention to take leave, payment for annual leave in advance (if requested) will be made in the last pay period prior to the commencement of the leave. Payment for leave and leave loading (if applicable) will be paid on the ordinary pay week.

i) **Proportionate leave on termination of employment**

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

j) **Annual leave loading**

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

i) **Day worker**

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

ii) **Shift worker**

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

PROVIDED THAT an employee who would have received shift payments as specified in Clause 25 had the employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the relevant hourly rate, then the employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the employee would have received in accordance with the employee's projected shift roster.

iii) **Maximum period for which loading is payable**

The annual leave loading is payable –

1. For day workers – on a maximum period in any one leave year of four weeks annual leave;
2. For shift workers – on a maximum period in any one leave year of five weeks annual leave.

k) **Calculation of continuous service**

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.

PROVIDED THAT any absence on account of personal sickness or accident in excess of 91 days in any year shall not count towards the calculation of continuous service.

l) **Annual leave exclusive of certified personal leave**

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

28. PERSONAL LEAVE

The provisions of this clause apply to full-time and part-time but do not apply to casual employees.

-
- a) **Purpose of personal leave**
Employees other than casual employees are entitled to paid personal leave for absences from work due to –
- i) Personal illness or injury (personal leave); or
 - ii) Caring for an immediate family member, or a member of the employee's household, who is ill or injured, or due to an unexpected emergency affecting the member and that person requires the employee's care or support (carer's leave).
 - iii) Attending to events as a consequence of the employee being the subject of family violence.
- b) **Amount of personal leave – full time employees**
A full time employee is entitled to twenty days (152) hours referenced to a thirty-eight hour week) of personal leave, except that in the first year of employment the entitlement to personal leave is –
- i) 12 hours and 40 minutes for each completed month of employment.
- Untaken personal leave accumulates from year to year without limitation.
- c) **Carer's leave – immediate family or member of employee's household**
An employee is entitled to use any of their accrued personal leave as paid carer's leave in respect of a member of the employee's immediate family as defined or the employee's household, as defined.
- d) **Personal/Sick leave**
An employee who is absent from work because of personal illness, or an injury through accident, is entitled to paid personal leave at the employee's relevant hourly rate exclusive of shift or weekend loadings or overtime subject to the following –
- i) Employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation;
 - ii) As soon as possible and where able to, prior to commencement of such absence, inform the employer of his/her inability to attend for duty, and as far practicable, the estimated duration of the absence.;
 - iii) The onus is on the employee to satisfactorily demonstrate that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed. The following provisions apply in relation to this matter:
 - a) An employee may take up to three single day absences in a leave year period without the necessity to provide a medical certificate or certificate from a registered Allied Health Professional;
 - b) An employee may submit a statutory declaration in relation to up to 3 occurrences, including one occurrence of 2 consecutive day's absence;
 - c) If an employee is absent on personal leave on the day immediately before or after an accrued day off the employee must provide a certificate from a medical practitioner or registered allied health professional in support in respect of the absence.

e) **Part-time employees**

Part-time employees are entitled to personal leave on the same basis as full-time employer on a pro-rata basis.

PROVIDED THAT 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 months' service, the ordinary hours per week for which they were engaged shall be used.

PROVIDED FURTHER THAT in determining the amount of leave to be accumulated for the purposes of sub clause (b) above the entitlement shall be based on the average number of hours worked in the year less the amount of personal leave taken.

f) **Compassionate leave**

- i) All eligible full-time and part-time employees are entitled to compassionate leave.
- ii) An employee is entitled to take up to three days of paid compassionate leave except that no payment shall be made in respect of an employee's rostered days off, for each permissible occasion when a member of his or her immediate family (as defined) or household (as defined) is suffering from a serious or life-threatening personal injury, illness or death.
- iii) As with paid personal/carer's leave, an employer can request that an employee provide reasonable evidence of the illness, injury or death.

g) **Carer's leave
Entitlement**

- i) Employees are entitled to use any of their accrued personal leave as carer's leave to cover absences in circumstances where they need to provide care or support to an immediate family member (as defined) or member of the employee's household (as defined) because of illness, injury or unexpected emergency.

h) **Proof of absence**

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

i) **Notifying the employer of absence on carer's leave**

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

j) **Unpaid carer's leave**

Subject to agreement by the employer, employees may take unpaid carer's leave.

k) **Family Violence**

An employee is able to access their accrued personal leave entitlements for the purposes of attending to events as a consequence of the employee is experiencing violence from a member of the employee's family. The employer may request that the employee provide satisfactory evidence to support their application for leave under this provision.

29. LONG SERVICE LEAVE

The provisions of the *Long Service Leave Act 1976* (as amended) will apply to employees covered by this Agreement.

30. PARENTAL LEAVE

Employees in this part who have been employed for 12 months will be eligible for unpaid parental leave of up to twelve months, in accordance with the *Fair Work Act 2009*. In addition to the entitlements as outlined in the Act, the employees are entitled to the following benefits:

An employee who is the primary care giver to the child and who qualifies for an entitlement to the Federal Government's paid parental leave scheme in respect to the child shall, in addition to any weekly payment paid to the employee under the National scheme, receive the following additional benefits:

- a) For each week of paid parental leave that the employee is entitled to under the Federal Government scheme, up to a maximum 14 weeks (which is paid at the minimum wage) the employer shall:
 - i) make an additional payment to equate the employee's total weekly payment to his or her relevant rate of pay (multiplied by the number of ordinary hours normally worked per week); and
 - ii) continue to make superannuation guarantee contributions based on the employee's total weekly payment as specified in paragraph (i); and
 - iii) continue to accrue paid leave entitlements during the period when the employee is in receipt of the top up payment specified in paragraph (i).
- b) An eligible employee whose partner gives birth and/or adopts a child is entitled to one(1) weeks paid parental leave at the relevant hourly rate

31. PROFESSIONAL DEVELOPMENT

All parties to this Agreement will actively encourage and facilitate professional development, particularly in relation to supporting RN's and EN's maintaining registration with AHPRA.

Employees will be paid for all time associated with the completion of employer mandated training obligations.

32. PUBLIC HOLIDAYS

Entitlement to paid public holidays

-
- a) Subject to the provisions of this Agreement employees, other than casual employees who are paid a loading, are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day, Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday and Show Day, or such other days (s) which may be observed in the locality in lieu of any of these public holidays or such additional days as prescribed by the Statutory Holidays Act 2000 as amended.
 - b) Payment for public holidays taken and not worked is to be at the rate of pay to which the employee would have been entitled if at normal work on that day.
 - c) Subject to the provisions of this clause and clause 26, where an employee is entitled to payment for public holidays this may occur, by agreement between the employer and employee, in the following manner –
 - i) If a public holiday elected by the employee to work will be paid at the rate of double time, in which case no extra day will be added to the employee's annual leave entitlement; or
 - ii) If an entitlement to payment for public holiday for an employee elected not to work then employee can be paid at the rate of single time, in which case no extra day will be added to the employee's annual leave entitlement.

33. TRAVELLING AND EXCESS FARES

a) Travel

- i) Where the employer has approved intrastate or interstate overnight travel by the employee, the employee will be reimbursed for all valid travelling expenses incurred and all reasonable out of pocket expenses associated with such travel.
- ii) Where practicable, the employee is to provide information including costs relating to travel arrangements, including mode of transport and accommodation bookings, prior to the actual travel.

b) Excess fares

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

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

34. UNIFORMS

Uniforms to be provided

- a) Uniforms are to be provided free of cost to all employees who are required by the employer to wear uniforms. Three pieces of uniform are allocated annually.

35. NOTICE BOARD

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

36. CONSULTATION REGARDING CHANGE

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

37.0 REDUNDANCY

a) Requirement to consult.

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

b) Redeployment and retraining

If a redundancy is likely to occur –

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

c) Notice of redundancy

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

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

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

d) **Voluntary redundancy**

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

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

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

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

- i) Notice as specified in this clause, or payment in lieu of that notice; and
- ii) Two weeks pay for each completed year of service and pro rata for an uncompleted year; and
- iii) Payment for all accrued annual leave including leave loading.

e) **Involuntary redundancies**

- i) Notice as specified in this clause, or payment in lieu of that notice; and
- ii) Two weeks pay for each completed year of service and pro rata for an uncompleted year; and
- iii) Payment for all accrued annual leave including leave loading; and
- iv) Payments of pro rata long service leave for employees with more than five years continuous service.

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

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

f) **Partial redundancy package for changed or decreased hours**

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

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

g) **Definition**

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

h) **Paid time off to seek alternative employment**

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

i) **Financial counseling**

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

j) **Details of redundancy package to be provided**

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

k) **Notifying redundant employees of new vacancies**

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

38. COMMUNITY STAFF – SAFETY

The employer will ensure that at all times when community based staff are off-site, they will have appropriate means of communication – such as mobile telephone or other technological means of communication. The intention is to ensure that the employee can make necessary communications in the case of emergency.

39. GRIEVANCE AND DISPUTE RESOLUTION

In the event of a dispute in relation to a matter arising under this agreement and/or the National Employment Standards, in the first instance the parties will attempt to resolve the matter at the

workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration.

It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

For the avoidance of doubt, employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

40. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not pursue any claims in respect to changes to salaries and conditions of employment covered by this Agreement.

SCHEDULE 1A

FOR EMPLOYER

This Agreement is signed by Mr P Targett in his capacity as the Chief Executive Officer of Christian Homes Tasmanian Inc, Tasmania.

Mr Paul Targett's work address is:

52 Channel Highway
Kingston TAS 7050



As the Chief Executive Officer of Christian Homes Tasmanian Inc, Tasmania, Targett has the authority to sign the Agreement on behalf of the employer.

FOR THE UNIONS

For the Unions

This agreement is signed by Mrs Neroli Ellis in her capacity as the Branch Secretary of the Australian Nursing and Midwifery Federation (Tasmanian Branch).

Mrs Ellis' work address is:

182 Macquarie Street
Hobart TAS 7000

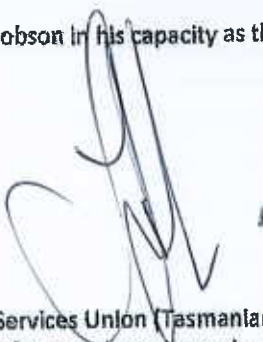


As the Branch Secretary of the Australian Nursing and Midwifery Federation (Tasmanian Branch), Mrs Ellis has the authority to sign the Agreement on behalf of employees who are members of the Australian Nursing and Midwifery Federation (Tasmanian Branch) and are employed pursuant to this Agreement

This agreement is signed by Mr Tim Jacobson in his capacity as the Branch Secretary of the Health Services Union (Tasmanian Branch).

Mr Jacobson's work address is:

11 Clare Street
New Town TAS 7008



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

Acceptance Clause

I,
(full name)

of
(full address)

Hereby acknowledge and accept the terms and conditions of my appointment/employment:

- as prescribed in the Christian Homes Tasmanian Inc. Nursing Staff Collective Agreement; and
- as set out above; and
- to take effect from (insert date)

Signed **Dated**

SCHEDULE 1B

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

EFFECT OF WAGE INCREASES OVER LIFE OF THE AGREEMENT

CLASSIFICATION	EXISTING	FFPP 1 July 2014 3.00%	FFPP 1 July 2015 3.00%	FFPP 1 July 2016 3.00%
MEDICATION ENDORSED ENROLLED NURSE				
Level 1	49181	50656	52176	53741
Level 2	50130	51634	53183	54778
RN LEVEL 1				
1st Year	48933	50401	51913	53470
2nd Year	51301	52840	54425	56058
3rd Year	53667	55277	56935	58643
4th Year	56034	57715	59446	61229
5th Year	58399	60151	61956	63815
6th Year	60767	62590	64468	66402
7th Year	63133	65027	66978	68987
8th year of service and thereafter	65500	67465	69489	71574
RN LEVEL 2				
1st Year	67866	69902	71999	74159
2nd Year	69444	71527	73673	75883
3rd Year	71021	73152	75347	77607
4th Year of service thereafter	72600	74778	77021	79332
RN LEVEL 3				
1st year	75560	77827	80162	82567
2nd Year	77334	79654	82044	84505
3rd Year	79079	81451	83895	86412
4th Year of service thereafter	80885	83312	85811	88385
RN LEVEL 4				
Grade 1 (0-60 beds)	90350	93061	95853	98729
Grade 2 (61 -90 beds)	90350	93061	95853	98729
Grade 3 (91-120 beds)	90350	93061	95853	98729
Grade 4 (121 beds >)	97253	100171	103176	106271
RN LEVEL 5				
Grade 1 (0-30 beds)	90350	93061	95853	98729
Grade 2 (31-60 beds)	97253	100171	103176	106271
Grade 3 (61-90 beds)	104156	1072816	110499	113814
Grade 4 (91-120 beds)	112044	115405	118867	122434

Schedule 1C

PAYMENT OF ALLOWANCES

ALLOWANCE	AMOUNT
Travel Allowance	as per ATO rates
In Charge Allowance	\$21.00 per shift
Higher Duties Allowance	Relevant rate for the higher position for all time so worked.
Post Graduate Qualification Allowance: Post graduate hospital or post graduate certificate	4.0% of the relevant hourly rate of pay
Post graduate diploma or degree other than a nursing under graduate degree	6.5% of the relevant hourly rate of pay
Masters or doctorate	7.5% of the relevant hourly rate of pay
Driving Licence Allowance	An employee directed by the employer to drive vehicles requiring a driving licence is to be reimbursed the cost of the driving licence.
Meal Allowance: Breakfast Lunch Dinner	As per ATO rates
On Call Allowance	1 hour of the base hourly rate for each shift.
Phone Allowance	25% of the base hourly rate for phone calls.





**CHRISTIAN HOMES
TASMANIA INC.**
ABN 18 218 156 752

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7th April 2015

Deputy President John Kovacic PSM
Fair Work Commission
GPO Box 1994
MELBOURNE VIC 3001

Dear Deputy President

RE: AG2015/1802 – application seeking approval of the Christian Homes Tasmania Inc Nursing Staff Collective Agreement 2014

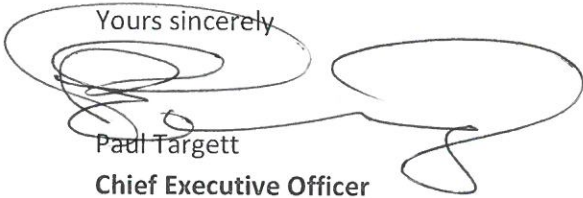
Further to the subject application and the email exchanges relating to the application, I write to advise Christian Homes Tasmania Inc. undertakes that:

1. Clause 28(j) will be read and applied as “Employees may take 2 days unpaid carer’s leave for each permissible occasion as per the Fair Work Act 2009”; and
2. With regard to clause 37(d), no employee will receive a redundancy payment less than that provided for in the Fair Work Act 2009.

I express my appreciation for your assistance in this matter and request that at a convenient opportunity the matter be processed and the agreement approved.

For your information, despite the length of time since the agreement was to commence, no employees have been in any way disadvantaged by the time lapse. All provisions of the agreement have been implemented by Christian Homes Tasmania Inc. and all wage increases paid.

Yours sincerely


Paul Targett
Chief Executive Officer

RESIDENTIAL CARE
Hawthorn Village and Snug Village

INDEPENDENT LIVING UNITS
Denison Court, Freeman Court, Snug Village, Wells Court and Wellington Vista