



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Meercroft Care Incorporated
(AG2015/6250)

MEERCROFT CARE INC. ENTERPRISE BARGAINING AGREEMENT 2015

Tasmania

COMMISSIONER ROE

MELBOURNE, 8 DECEMBER 2015

Application for approval of the Meercroft Care Inc. Enterprise Bargaining Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Meercroft Care Inc. Enterprise Bargaining Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Meercroft Care Incorporated. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

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

[5] The Agreement was approved on 8 December 2015 and, in accordance with s.54, will operate from 15 December 2015. The nominal expiry date of the Agreement is 30 June 2017.



COMMISSIONER

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ANNEXURE A

Undertaking

AG2015/6250 – Application for approval of the Meercroft Care Inc. Enterprise Bargaining Agreement 2015

Meercroft Care Inc. ABN 70 635 647 715 of Clements Street Devonport Tasmania ("the Employer") hereby undertakes as follows:

1. Flexible working arrangements

The Employer undertakes that Clause 42.7(a) (i) of the Agreement will be applied consistently with the *Fair Work Act 2009*.

2. Redundancy


The Employer undertakes that Clause 49.6(a)(ii)(A) will only apply where the benefit arising under the Clause is in excess of the entitlements under the *Fair Work Act 2009*.

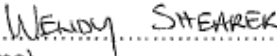
3. Typographical errors

The Employer undertakes that the following typographical errors are to be corrected:

- Clause 29.1 – 'only on qualification allowance' should read 'only one qualification allowance';
- Clause 42.3 – 'GeneralStaffNon-Clinical employees' should read 'Non-Clinical employees';
- Clause 42.4 – 'female employee primary care giver' should read 'primary care giver'; and
- Aged Care Employee – level 5 – '(admin/clercial;' should read '(admin/clercial)'.

Signed for and on behalf of Meercroft Care Inc.


.....
(Signature)


.....
(Name)

CEO / DIRECTOR OF NURSING
(Position)

6/2/15
(Date)



Meercroft Care Inc.

Enterprise Bargaining Agreement 2015

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.

PART A – APPLICATION AND OPERATION

1. INTRODUCTION

This Agreement is made under section 172 of the Act.

1.1 The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

1.2 The Employer will formally advise the Unions when the Agreement is made in order for the Unions to apply under section 183 of the Act to be covered by the Agreement.

1.3 It is the intention of this Agreement that the Unions will be covered by this Agreement.

2. TITLE

This Agreement shall be known as the Meercroft Care Inc. Enterprise Bargaining Agreement 2015 and throughout is referred to as the “Agreement”.

3. ARRANGEMENT

This Agreement shall be arranged as follows:

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4. VARIATION OF AGREEMENT

Subject to the requirements of the Act a variation of the terms of this Agreement can be made under Chapter2, Part 2-4 Division 7 of the Act.

5. PARTIES BOUND

This Agreement shall be binding according to its terms upon the following:

- 5.1 The Employer;
- 5.2 Australian Nursing and Midwifery Federation, Tasmanian Branch;

5.3 Health Services Union, Tasmania Branch; and

5.4 All those Employees employed by the Employer.

6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS AND AWARDS

6.1 Subject to Clause 6.2 this Agreement regulates the minimum terms and conditions of the employment of all Employees to the exclusion of all other industrial instruments whether and Award, Agreement or otherwise.

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

7. DATE AND PERIOD OF OPERATION

7.1 This Agreement will be operation seven days after it is approved by the Fair Work Commission.

7.2 The nominal expiry date of this Agreement is 30 June 2017 but it will continue to operate beyond this date until it ceases operation in accordance with the Act.

8. NO FURTHER CLAIMS

8.1 Subject to Clauses 4 and 11, during the operation of this Agreement, no party will make any further claim to change an Employee's terms and conditions of employment, including in respect to an Employee's remuneration and non-monetary benefits.

9. DEFINITIONS

Administrative Employee means a Non-Clinical Employee classified as an Administrative Employee.

Afternoon Shift means a shift finishing between the hours of 7.00pm and 11.00pm.

Agreement means the Meercroft Care Inc. Enterprise Bargaining Agreement 2015.

AHPRA means the Australian Health Practitioner Regulation Agency.

Base rate of Pay means the hourly rate of pay payable to an Employee based on the Employee's classification contained in Appendix A or B of this Agreement.

Broken Shift means a broken shift as defined in Clause 25 of this Agreement.

Casual Employee means a casual Employee as defined in Clause 14.6 of this Agreement.

Child, other than as defined in the Parental Leave Clause, includes an adopted child, a step child, a foster child or an ex-nuptial child.

Clinical Employee means an Employee in a relevant classification as set out in Part E – Classifications – Clinical Employees.

Continuous Service means continuous service as defined in section 22 of the Act.

Day Shift means a shift worked between the hours of 6.00am and 7.00pm Monday to Friday.

Day Worker means an Employee whose Ordinary Hours of Work are performed between the hours of 6.00am and 7.00pm Monday to Friday.

De Facto Partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and includes a former de facto partner.

Employee means a person employed by the Employer.

Employer means Meercroft Care Inc. (ABN 70 635 647 715).

Full Time Employee means a full time Employee as defined Clause 14.1(a) of the Agreement.

FWC means the Fair Work Commission.

Immediate Family Member means:

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

NES means National Employment Standards.

Night Shift means any shift finishing on or before 7.00am of the day following the commencement of the shift.

Non-Clinical Employee means an Employee in a relevant classification as set out in Part E – Classifications – Non-Clinical Employees.

Ordinary Hours of Work means the hours worked by an Employee in accordance with Clauses 14.1, 14.2, 14.3 or 14.5 of this Agreement.

Parent includes a foster parent, step parent or legal guardian.

Part-Time Employee means a part-time Employee as defined in Clause 14.2 or 14.3 of the Agreement.

Projected Roster means an Employee's normal roster for the period of leave where applicable.

Public Holiday means a Public Holiday as defined in Clause 26.1 of the Agreement.

Roster means a work pattern of hours required to be worked with start and finish times prepared by the Employer.

Rotating roster means a roster that requires an Employee to regularly rotate between day, afternoon and nightshifts or any two combinations of them, subject to the following requirements:

- (a) An Employee shall not be required to work night shift for more than four weeks; and
- (b) An Employee shall not be required to work more than two-thirds of their working time on nightshift; and
- (c) The daily hours of afternoon or night work allocated to each Employee at any one time shall continue for at least five successive afternoons or nights.

Shift Worker means an Employee who is regularly rostered to work their Ordinary Hours of Work outside the span of hours of a Day Worker, in accordance with a Roster.

Spouse includes a former spouse

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

Unions mean the Health Services Union, Tasmania Branch ("HSU") and Australian Nursing and Midwifery Federation, Tasmanian Branch ("ANMF").

Year of Service means 1976 hours of actual service in an approved establishment, including Public Holidays, paid annual leave and paid personal leave.

10. COMPLETE AGREEMENT

Other than individual flexibility arrangements reached in accordance with Clause 11, this Agreement is intended to cover all matters pertaining to the employment relationship.

11. FLEXIBILITY

11.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) The agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances; and
 - (iii) 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 (a); and
- (c) The arrangement is genuinely agreed to by the Employer and Employee.

11.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the Act; and
- (b) Are not unlawful terms under section 194 of the Act; and
- (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.

11.3 The Employer must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the Employer and Employee; and
- (c) 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
- (d) Includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - (e) States the day on which the arrangement commences.
- 11.4 The Employer must give an Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 11.5 The Employer or an Employee may terminate the individual flexibility arrangement:
- (a) By giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
 - (b) If the Employer and Employee agree in writing – at any time.
- 11.6 The Employer will provide a copy of any Individual Flexibility arrangement entered into to the Unions subject to receiving written consent from the Employee.

12. AVAILABILITY OF AGREEMENT

The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply, in an Employee staff room or Employee library or through electronic means, whichever makes them more accessible.

PART B – ENGAGEMENT

13. EMPLOYEE ENGAGEMENT

- 13.1 Minimum Employment Period
- (a) An Employee (other than casual Employee) will be on a period of probation for the first six months of engagement for the purposes of determining the Employee's suitability for ongoing employment.
 - (b) At any time during the probation period, the Employer or the Employee can terminate the employment in accordance with Clause 48.
- 13.2 In accordance with Clause 13.1 the following will occur in relation to probation:
- (a) The Employer will complete an initial probationary review within three (3) months of the probationary period commencing. The

Employer will provide feedback to the Employee during this probationary review. Where unsatisfactory performance of the duties and responsibilities is identified the Employee will be made aware of the standard that is required by the Employer.

- (b) The Employer will complete a final probationary review within two (2) weeks of the probationary period expiring. The Employer will during the final probationary review advise the Employee whether the probation has been successfully completed and if their employment will continue with the Employer.
- (c) If the Employer fails to complete the probationary review in paragraph (b), the Employee will be deemed to have successfully completed the probationary period unless the failure to review occurs due to circumstances beyond the Employer's control.
- (d) Notwithstanding paragraphs 13 (a) and (b) of this sub-clause, at any time during the period of probation, the Employer or the Employee can terminate the employment by providing written notice in accordance with Clause 48.

13.3 Categories of Employment

An Employee will be employed in one of the following categories:

- (a) Full-time;
- (b) Part-time; or
- (c) Casual.

13.4 At the time of engagement the Employer will inform an Employee whether the Employee is employed on a Full-Time, Part-Time or Casual basis. The Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the Employee's classification described in Part E of this Agreement.

13.5 An Employee may perform work as a Day Worker or a Shift Worker.

14. HOURS OF WORK

14.1 Hours of Work – Day Workers (Full-Time Employees)

- (a) Subject to Clause 18, the Ordinary Hours of Work for a Full-Time Employee are an average of 38 hours per week worked over 76 hours per fortnight.
- (b) The Ordinary Hours of Work for a Full-Time Employee as specified in paragraph (a) are to be worked over five days, Monday to Friday inclusive, in continuous periods of eight hours per day between 6.00am and 7.00pm.
- (c) The span of hours specified in paragraph (b) may by agreement between the Employer and the majority of Employees concerned be altered for all employees, or a section of Employees provided the span is not to be greater than 13 hours.
- (d) Work performed before 6.00am and after 7.00pm, other than by agreement as provided for in paragraph (c), is to be paid in accordance with Clause 22, Overtime.

14.2 Hours of Work – Day Workers (Part-Time Employees)

- (a) Subject to Clause 18, the Ordinary Hours of Work for a Part-Time employee are less than an average of 38 hours per week worked over 76 hours per fortnight and whose hours of work are reasonably predictable.
- (b) The Ordinary Hours of Work for a Part-Time Employee as specified in paragraph (a) are not to exceed eight (8) hours per day unless an Employee mutually agrees to extend this to ten (10) hours, and are to be worked between 6.00am and 7.00pm Monday to Friday inclusive.

14.3 Hours of Work (Part-Time employees)

- (a) Before commencing employment, the Employer and a Part-Time Employee will agree in writing the Employee's Ordinary Hours of Work. This will include agreement as to the days of the week that Employee will work and the starting and finishing times each day.
- (b) A Part-time Employee may agree in writing to work additional hours, above their Ordinary Hours of Work, with such work to be paid at the Employee's Base rate of Pay provided work in excess of 8 hours per day (10 if extended by agreement); 80 hours in a fortnight; or 152 hours in a 4 week period is to be paid as overtime.
- (c) Part-Time Employees must be paid for a minimum of two (2) hours' work on each occasion they attend work.

- (d) Part-Time Employees will be given fair and reasonable access to additional shifts that are also allocated to Casual Employees.

14.4 Annual review of Part-Time hours

- (a) A Part-Time Employee may request the hours worked in accordance with an agreement under Clause 14.3(b) or 14.3(c) be reviewed. No more than one request by an Employee shall be made in any 12 month period.
- (b) If a Part-Time Employee is regularly working more than the Employee's specified contract hours such contract hours may be adjusted by the Employer, such adjustment being an agreement for the purposes of Clause 14.3(c).
- (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation.
 - (ii) if the increase in hours issue to a temporary increase in hours only due, for example, to the specific needs of a resident or client; or
 - (iii) the operational requirements or anticipated operation requirements of the Employer do not support the variation of hours.
- (d) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect Roster cycles and shift configurations utilised at the workplace and in some cases adjusted contracted hours may be slightly above or below the average of the additional hours to reflect this roster cycle or shift configuration.

14.5 Hours of Work – Shift Worker (Full-Time and Part-Time Employees)

- (a) A Shift Worker is an Employee who is regularly rostered to work their Ordinary Hours of Work outside the span of hours of work of a Day Worker.
- (b) The Ordinary Hours of Work for a Shift Worker are not to exceed:
 - (i) eight (8) hours per day unless an Employee mutually agrees to extend this to ten (10) hours;

- (ii) eighty (80) hours in any fourteen (14) consecutive days;
 - (iii) one hundred and fifty two (152) hours in any twenty eight (28) consecutive days.
- (c) Subject to paragraphs (a) and (b) Shift Workers shall work at such times as required by the Employer.

14.6 Casual Employment

- (a) A Casual Employee is an Employee engaged as such on an hourly basis otherwise than as a Full-Time Employee or Part-Time Employee. A Casual Employee is an Employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (b) A Casual Employee will be paid a minimum of two (2) hours pay for each engagement.
- (c) Where the Employer has engaged a Casual Employee in accordance with this clause, the Employer may give notice of cancellation of the engagement up to twelve (12) hours before commencing time of either an Afternoon Shift or Night Shift
Provided that if the minimum notice of cancellation of the engagement is not given, the Employee is entitled to paid two (2) hours pay.
- (d) A Casual Employee who has their engagement cancelled by the Employer without the minimum notice of cancellation specified in paragraph (c) and who has incurred child care fees as a result, shall, on presentation of receipts to the Employer be entitled to a full reimbursement of those child care costs provided that the claim for reimbursement must be made to the Employer within two (2) pay fortnights of the cancelled engagement. Reimbursement shall only occur where the cancelled arrangements do not form a part of the Employee's normal child care arrangements and where the provider is an accredited child care provider.

14.7 Casual Conversion

Where a Casual Employee has been rostered on a regular and systemic basis over 26 weeks (provided that the rostering pattern has not resulted from coverage for extended absences such as parental leave, long service leave, workers compensation leave and extended personal leave), either the Employer or the Employee has the right to request in writing the conversion

to permanent employment and that request will not unreasonably refused by either party.

15. WAGES

15.1 Full-Time Employees

The Base Rate of Pay for a Full-Time Employee shall be the hourly rate of pay for the Employee's classification, as set out in Appendix A or B of this Agreement.

15.2 Part-Time Employees

The Base Rate of Pay for a Part-Time Employee shall be the hourly rate of pay for the Employee's classification, as set out in Appendix A or B of this Agreement.

15.3 Casual Employees

The Base Rate of Pay for a Casual Employee shall be the hourly rate of pay for the Employee's classification as set out in Appendix A or B of this Agreement. In addition, a casual loading of 25% will be payable on the Base Rate of Pay.

(For example: John is a Casual Employee performing work described in Classification – Enrolled Nurse/Pay Point 3. His Base Rate of Pay in accordance with Appendix A is \$25.43 per hour. John is entitled to a casual loading of 25% on his Base Rate of Pay, namely; \$25.43 base Rate of Pay x 25% casual loading = \$31.79).

15.4 Assessed Disability

In respect to Employees with an assessed disability and who meet the criteria related to the Supported Wages System, the details of the assessment and payment of salaries is set out in Appendix D.

16. PAYMENT OF WAGES

16.1 Time and Interval of Payment of Wages

Wages must be paid fortnightly. Wages shall be paid no later than Thursday following the end of the fortnightly period. When a Public Holiday occurs on a nominate pay day, payment shall be paid on the day preceding the Public Holiday.

16.2 Method of Payment of Wages

- (a) An Employee will be paid wages by electronic funds transfer by the Employer into the bank or financial institution account nominated by the Employee.
- (b) The Employer will provide to the Employee a pay slip which states:
 - (i) the gross amount of wages;
 - (ii) the tax withheld;
 - (iii) any other relevant deductions including any salary packaging;
 - (iv) annual leave and sick leave accrual; and
 - (iv) the net amount of wages paid to the Employee.

16.3 Payment of Wages on Termination

Where employment is terminated summarily or on giving the prescribed notice all salaries owing shall, where practicable, be paid on the day of termination.

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.

16.4 Late Payment of Wages

Except in circumstances beyond the control of the Employer, and subject to Clause 16.5 below, an Employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after 5pm is to be paid the relevant Base rate of Pay 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.

This is provided that any period of waiting time shall not commence until the time that the Employee notifies the Employer that payment of wages has not been made.

Payment at the Base Rate of Pay 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.

16.5 Agreed Alternative Arrangements – No Waiting Time Payment to Apply

The provisions for payment of waiting time specified in Clause 16.4 above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and Employee agree to an alternative arrangement for payment to be made.

This is provided that if the Employer fails to make payment of the Employee's wages in accordance with an alternative arrangement provided for under this sub-clause, the Employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of Clause 16.4 above until such time as the Employee's wages are paid.

17. ACCRUED DAYS OFF

- 17.1 (a) Subject to Clause 17.1(b), the Employer will endeavour to implement a system whereby Full-time Employees can work an average of eighty (80) hours per fortnight, and elect to receive one paid day off a month (an accrued day off) (i.e. a 19 day month). For clarity, days of paid absence for a Public Holiday or for Compassionate Leave will count towards accrual of an accrued day off.
- (b) Where the Employer encounters operational difficulties in the implementation of Clause 17.1(a) then consultation may occur with Employees as to an alternative method of implementation.
- (c) The accrued day off entitlement in Clause 17.1(a) will be calculated exclusive of annual leave and personal/carer's leave.
- 17.2 (a) An accrued day off will be rostered to fall on a day during the week other than a Saturday or Sunday.
- (b) The Employer will endeavour to ensure that the accrued day off is rostered to fall on a day either immediately before or immediately after rostered days off.

18. ROSTERING

- 18.1 An employee required to work Ordinary Hours of Work outside the span of hours of a Day Worker must work in accordance with a Roster.
- 18.2 The Employer shall make available for each Employee, to which Clause 18.1 applies, in a form accessible to the Employee, a Roster which includes the Ordinary Hours of Work for each Employee.
- 18.3 In respect to each Employee the Roster must provide for a twenty eight (28) day accounting period which must:

- (a) Not require an employee to work in excess of eight hours per day, or 10 hours per day if an agreement is reached between Employees and the Employer.
 - (b) Include a minimum of two (2) consecutive days off work each week and an accrued day off (if entitled); and
 - (c) Provide for not more than eight (8) days to be worked in any nine (9) consecutive days.
- 18.4 Subject to Clause 18.6, the Roster shall not change without four (4) weeks' notice.
- 18.5 The Roster and changes to the Roster may be communicated to an Employee in a range of ways including: hard copy in a place conveniently accessible to an Employee; telephone; direct contact; mail; email; text message or facsimile.
- 18.6 The Roster may be altered at any time:
- (a) In the event of an emergency; or
 - (b) Where agreement is reached with the Employer and the Employee affected by the alteration. Mutual agreement would include the Employee being advised that they can refuse and that they may take independent advice if they wish to.
- 18.7 Other than in the events described at 18.6 an individual Employee's rostered shifts must not be changed except:
- (a) On one weeks' notice of such change; or
 - (b) On the payment of two weeks' pay in lieu of notice. The payment must be in accordance with the Employee's previous roster.
- 18.8 Rotating rosters must not require Employees to work:
- (a) Night work for more than four (4) weeks; and
 - (b) More than two thirds of their working time on night work; and
 - (c) Less than five (5) consecutive afternoon or night shifts.
- 18.9 Employees will be paid 30 per cent more their ordinary hourly rate (for the whole period worked) when they are directed by the Employer against their express wishes:
- (a) To change from a rotating to a non-rotating roster; or

- (b) To work non-rotating night work (i.e. where the work commences between 4.00pm and 6.00am).

The 30 per cent shall be in substitution for and not cumulative upon the 20 per cent roster loading.

19. WORKLOAD MANAGEMENT

19.1 Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:

- (a) The Employer will ensure that supervisors and managers are aware that the tasks allocated to Employees including the general workload for Employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (b) The Employer will ensure that supervisors and managers implement procedures to monitor the hours worked and the required workload of the Employees they supervise. Where Employees regularly work hours in excess of the hours for which they are employed to perform their jobs or have workloads that are unreasonable, changes (technology, responsibility and extra resources) will be implemented in consultation with the Employees or Unions.
- (c) In most circumstances vacant positions will be filled within three months. If it appears likely that will not be the case, supervisors and/or managers will consult affected Employees, giving the reasons why the position will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.
- (d) In most circumstances temporary vacancies will be filled as they arise. Where a position is not to be filled supervisors and managers will consult affected Employees, giving the reasons why the position will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

20. BREAKS

- 20.1 (a) A ten minute tea break (in addition to meal breaks) shall be allowed to each Employee who:
- (i) works a shift not exceeding eight (8) hours; or
 - (ii) works a shift of four (4) hours or more.

- (b) Two (2) separate ten minute tea break (in addition to meal breaks) shall be allowed to each Employee who works a shift in excess of eight (8) hours on any one day.
- 20.2 Employees shall not be required to work more than four (4) hours without a break. Such meal break shall be 30 minutes duration for shift workers, and not more than one hour and not less than 45 minutes for day workers.
- 20.3 The meal break referred to in Clause 20.2 shall be applied as follows:
- (a) Subject to Clause 20.3(b) for:
 - (i) Day Worker Employees; and
 - (ii) Shift Workers Employees engaged from 1 March 2011;It will be unpaid and shall not count as time worked.
 - (b) For:
 - (i) Shift Worker Employees engaged prior to 1 March 2011;
 - (ii) Shift Worker Employees who work a shift which commences or concludes outside the span of Ordinary Hours of Work of 6.00am and 7.00pm; and
 - (iii) A Clinical Employee in charge of the entire workplace pursuant to Clause 28;It will be paid and shall count as time worked.
- 20.4 A shift worker may be allowed to extend their meal break so that the total period of the meal break is up to sixty (60) minutes if:
- (a) The Employer and the majority of the Employees concerned with a particular area agree; and
 - (b) Any extension on the meal break will be unpaid and not counted as time worked.
- 20.5 An Employee will receive an additional meal break of twenty (20) minutes where completing overtime in accordance with Clause 22 where such overtime is in excess of 1.5 hours. This meal break will be paid at the Employee's Base Rate of Pay.
- 20.6 Employees on an unpaid meal break who are directed to work their recognised meal break must be paid at one and a half times their Base rate of Pay for:

- (a) All work performed during such period; and
- (b) Until a meal break is allowed.

20.7 An Employee must receive the following breaks between shifts:

- (a) Eight (8) hours:
 - (i) between ordinary rostered shifts, which are not Broken Shifts; and/or
 - (ii) where reasonable additional hours are worked which are not overtime hours; and
 - (iii) where overtime is worked; or
 - (iv) where Broken Shifts are worked in successive days.

20.8 Full-Time and Part-Time Employees who work so much overtime that they do not have the break specified in Clause 20.7(a)(iii) must be released after the completion of such overtime until he/she has had the specified break; and be paid their Base Rate of Pay for the time during such absence.

20.9 If the Employer directs and Employee to resume or continue work without complying with Clause 20.8 of this Agreement, the Employee must be:

- (a) paid two times their Base Rate of Pay for such time until released from work; and
- (b) entitled to be absent from work, for the break specified in Clause 20.7(a)(iii) of the Agreement, after being released, without loss of pay for the Employee's Ordinary Hours of Work during such absence.

21. HANDOVER

21.1 Where there is 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 45 minutes only the time actually worked shall be paid.

PROVIDED FURTHER that if handover exceed 45 minutes no additional payment shall be made.

21.2 Handover is to be paid at the rate applying to the shift worked by the Employee who is handing over at the end of their shift except that overtime rates shall not apply.

22. OVERTIME

- 22.1 Overtime is paid to a Full-Time Employee or Casual Day Worker:
- (a) for work performed in excess of seventy-six (76) hours per fortnight, or eighty (80) hours per fortnight if there is an entitlement to an accrued day off under Clause 17;
 - (b) for work performed outside the span of hours;
 - (c) for work in excess of eight hours per day.
- 22.2 Subject to Clause 22.3, overtime is paid to a Part-Time Day Worker;
- (a) for work performed in excess of the Employee's Ordinary Hours of Work;
 - (b) for work performed outside the span of hours
 - (c) for work in excess of eight hours per day.
- 22.3 A Part-Time Day Worker may agree with the Employer to perform work outside the Employee's Ordinary Hours of Work without being paid overtime **PROVIDED** that any work in excess of eight (8) hours per day will be paid at double time.
- 22.4 Overtime is paid to a Full-Time or Casual Shift Worker:
- (a) for work in excess of 76 hours per fortnight, or 80 hours per fortnight if there is an entitlement to an accrued day off under Clause 17:
 - (b) for work in excess of 8 hours per shift, or work in excess of 10 hours if an agreement is reached between Employees and the Employer under Clause 14.4;
 - (c) for any work outside the rostered shifts.
- 22.5 Overtime is paid to a Part-Time Shift Worker:
- (a) for work performed in excess of the Employee's Ordinary Hours of Work;
 - (b) for work in excess of 8 hours per shift, or work in excess of 10 hours if an agreement is reached between employees and the employer under clause 14.4;
 - (c) for any work outside the rostered shifts.

A Part-Time shift worker may agree in writing with the Employer to perform work outside the Employee's Ordinary Hours of Work without being paid overtime **PROVIDED** work in excess of 8 per day (10 if extended by agreement); 80 hours in a fortnight; or 152 hours in a 4 week period is to be paid as overtime.

- 22.6 The Employer may require an Employee to work reasonable overtime.
- 22.7 Overtime may not be worked by an Employee without the approval of the Employer.
- 22.8 The rate payable in respect of overtime worked by Full-Time, Part-time and Casual Employees is calculated on an Employee's Base rate of Pay. For the purposes of avoiding doubt, no casual loading pursuant to Clause 15.3 of this Agreement is paid to Casual Employees for overtime worked.
- 22.9 The overtime rates for Day Workers are:
 - (a) For work performed between Monday to Saturday, time and one half for the first two (2) hours worked, and double time in respect to any hours worked following the initial two (2) hour period;
 - (b) For work performed on a Sunday, double time;
 - (c) For work performed on a Public Holiday, double time and one half.
- 22.10 Shift work employees must be paid double time for all overtime.
- 22.11 The overtime rates under this Clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 24.
- 22.12 (a) By agreement between the Employer and an Employee, an Employee may take time off in lieu of an entitlement to overtime provided that such an agreement may be discontinued at the request of either the Employer or the Employee.
 - (i) Day Worker

The amount of time a Day Worker may take off instead of payment for overtime is set out below:

Monday to Saturday (inclusive)	The first 2 hours: 1.5 times the Base Rate of Pay. After the first 2 hours: 2 times the Base Rate of Pay
Sundays	2 times the Base Rate of Pay
Public Holidays	2.5 the Base Rate of Pay

(ii) Shift Worker

Shift Work Employees must be allowed to take off twice the number of hours worked.

- (b) Where time off in lieu of overtime has not been taken within four (4) 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.

23. ON CALL ARRANGEMENTS

23.1 On Call Arrangements – Maintenance Employees

- (a) Except where otherwise specifically provided, an Employee recalled to work after leaving the workplace (whether notified before or after leaving the workplace) shall be paid overtime in accordance with Clause 22 of this Agreement.
- (b) Where an Employee is recalled to work in accordance with sub-clause (a) hereof and the payment in accordance with this clause does not equal or exceed four hours' pay, then the Employee shall be paid a minimum of four hours' pay.
- (c) Where an Employee is recall to work a second time, and such recall is within the hours for which payment is already due under sub-clause (b) hereof, the time worked in the first and second recall shall be combined for the purpose of calculating payment and shall be calculated in accordance with sub-clause (b) hereof.
- (d) Where an Employee is recalled to work a second time, and such recall is outside the hours for which payment is already due under sub-clause (b) hereof, the Employee shall be paid overtime in accordance with Clause 22 of this Agreement.

PROVIDED that where such payment does not equal or exceed four (4) hours' pay, then the Employee shall be paid a minimum of four (4) hours' pay.

- (e) Where an Employee is recalled to work a third or subsequent time, the Employee shall be paid overtime in accordance with Clause 22 of this Agreement.

PROVIDED that where such payment does not equal or exceed four (4) hours' pay, then the Employee shall be paid a minimum of four (4) hours' pay.

- (f) Time reasonably spent in getting to and from work shall be regarded as time worked.
- (g) An Employee who is recalled to work within two hours of his/her normal starting time shall be paid overtime in accordance with Clause 22 of this Agreement.

PROVIDED that where such payment does not equal or exceed four hours' pay, then the Employee shall be paid a minimum of four hours' pay.

- (h) Call – Remote
 - (i) An Employee who is to remain on “remote call” (that is on call for duty and allowed to leave the precincts of the establishment) shall be paid an amount of \$0.9133 for each hour the Employee is required to be so available, with a minimum payment amount of \$9.43 per each 24 hour period on remote call.
 - (ii) Where an Employee on remote call is recalled to work, the Employee shall be paid in accordance with the provisions of paragraphs (a) to (g) of this sub-clause. This shall be in addition to any entitlement under paragraphs (a) to (g) hereof.
 - (iii) Where practicable an Employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per Employee cycle shall be worked.

23.2 On Call Arrangements – Clinical Employee Call Back

- (a) A Clinical Employee recalled to work overtime whether notified before or after leaving the workplace, is to be paid overtime in accordance with Clause 22 of this Agreement as follows:
 - (i) for the first recall a minimum 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 overtime with a minimum payment of two hours at double time.

Close Call

- (d) For the purpose of this Clause close call means an Employee being required to be on call for duty and not allowed to leave the workplace.
- (e) An Employee may be required by the Employer to remain on close call.
- (f) 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 Base Rate of Pay; or
 - (ii) if required to commence work be paid overtime in accordance with Clause 22 of this Agreement, provided that such payment shall not be less than the minimum payment specified in sub-clause (a)(i) above.

Remote Call

- (g) For the purpose of this Cause remote call means an Employee rostered to be available for call but allowed to leave the workplace.
- (h) An employee rostered to remain on remote call is to be paid an amount of \$1.33 for each hour that the Employee is required to be so available, with a minimum payment per day or shift when so rostered of \$13.51.
- (i) If an Employee rostered to be on remote call is recalled to work payment is to be as specified in (a) above, in addition to the allowance specified in (h) above.

24. SHIFT AND WEEKEND WORK

24.1 Shift work will be paid the following penalties, calculated on the Employee's Base Rate of Pay as follows:

- (a) 15% for Afternoon Shift
- (b) 20% for Night Shift

- (c) Casual Employees will also be entitled to the casual loading calculated on their Base Rate of Pay (“the loaded rate”). The applicable shift penalties will be applied to the loaded rate.

24.2 Employees shall be paid the following penalties for Ordinary Hours of Work occurring on a Saturday or a Sunday:

- (a) For work the major portion of which falls on Saturday – time and one half.
- (b) For work the major portion of which falls on Sunday – double time.
- (c) Casual Employees will also be entitled to the casual loading calculated on their Base Rate of Pay (“the loaded rate”). The applicable weekend penalties will be applied to the loaded rate.

These weekend penalties shall be in substitution for and not cumulative upon the shift penalties in Clause 24.1.

25. BROKEN SHIFTS

A rostered Employee must work their eight hour day continuously. However, in an emergency situation the continuous hours may be broken by mutual agreement between the Employer and the Employee. All work performed in excess of a spread of nine hours must be paid at the rate of double time. Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances for the entire broken shift, determined by the finishing time of the broken shift.

26. PUBLIC HOLIDAYS

26.1 The Public Holidays are:

- New Year’s Day;
- Australia Day;
- Eight Hour Day;
- Good Friday;
- Easter Monday;
- ANZAC Day;
- Queen’s Birthday;
- Recreation Day;
- Devonport Show Day;
- Christmas Day; and
- Boxing Day

When Christmas Day (25 December) falls on a Saturday or Sunday, this Agreement will observe a Public Holiday on both 25 December and the subsequent week day.

A Public Holiday will also include any day substituted for or made additional to a day listed above as provided for under the *Tasmanian Statutory Holidays Act 2000*.

26.2 Who is entitled to Paid Public Holidays:

All Employees are entitled to paid public holidays except for Casual Employees.

26.3 Payment for Public Holidays if not worked

An Employee taking a Public Holiday off must be paid at the normal rate of pay had the Employee been at work **PROVIDED THAT** this work day falls on a day that the Employee would normally work.

For the purpose of this sub-clause “normal work” shall mean where there is a Roster pattern, contract or letter of appointment demonstrating that the Employee would ordinarily have worked that day; or in the absence of a clear Roster pattern, contract or letter of appointment demonstrating a clear pattern, whether the Employee has worked on the relevant day of the week more than 50% of the time over the preceding six (6) months.

Where a Public Holiday occurs on a day where a Part-Time Employee would not normally work, the Employee shall not be entitled to any benefit to any such Public Holiday unless he/she is required to work on the Public Holiday.

If a Public Holiday falls on a day a Full-Time Shift Worker does not work then they will receive a day added to their annual leave entitlement for each time this occurs. The annual leave day will not attract leave loading.

26.4 Working on Public Holidays

All Employees are entitled to additional payment when they are required to work on a Public Holiday.

The table below sets out the rates that must be paid to different categories of Employees:

Category of Employee	Rate of Payment
Part and Full-Time Shift Worker	Will be paid the total rate of 250% for hours worked; UNLESS the Employee elects to be paid the total

Category of Employee	Rate of Payment
	rate of 150% for hours worked and have one (1) day added to their annual leave for each Public Holiday worked. The annual leave day/s shall not attract leave loading. This election is to be confirmed in writing and will apply for the period of a calendar year from the time of election.
Casual Employee	Will be paid only for Public Holidays they work at the total rate of 250% for hours worked. Payments under this Clause are instead of and replace any casual loading payable under this Agreement
Part and Full-Time Non-Shift Worker	Will be paid the total rate of 250% for hours worked.

When work commences between 11.00pm and midnight on:

- A Public Holiday and extending into the next day will not be paid at a Public Holiday rate; and
- On the day preceding a Public Holiday and extending into the Public Holiday, will be paid at the Public Holiday rate.

26.5 Working in a different region on a Regional Public Holiday

Employees required to work on any Public Holiday where such holiday applies at their normal place of work but because their duties required them to work at a place where the holiday does not apply, must be paid for working the Public Holiday as outlined above.

26.6 Annual Leave is exclusive of public holidays.

27. DAYLIGHT SAVINGS

Upon the changeover time as a result of Daylight Saving each year the following shall apply:

- 27.1 Employees shall be paid for actual time worked irrespective of the length of the shift.
- 27.2 Employees paid in accordance with Clause 27.1 are not entitled to claim for one (1) hour lost and all time worked shall be paid applicable rates.

PART C – ALLOWANCES

28. IN CHARGE/HIGHER DUTIES ALLOWANCE

- 28.1 (a) An Employee employed as a Registered Nurse Level 1 or 2 who, for more than half a shift, is required to assume charge of the entire workplace where an Employee engaged as a Registered Nurse Level 3 is normally in-charge, shall be paid \$34.09 for each shift worked from 1 July 2014.

For the avoidance of doubt, this allowance is payable if the in-charge responsibility includes all areas of the workplace including catering, domestic and care staff.

PROVIDED further that there is no entitlement to this payment if an Employee engaged as a Registered Nurse Level 3 or above is rostered for duty at the same time.

- (b) The allowance referred to in Clause 28.1(a) will be increased by 3% as at the first full pay period from 1 July each year during the term of the Agreement. These allowances are provided in Appendix C for clarity.

- 28.2 An Employee who is engaged in any one day shift for more than two hours on duties carrying a higher rate than the classification in which the Employee is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

29. POST GRADUATE QUALIFICATION ALLOWANCE

- 29.1 A Registered Nurse or Enrolled Nurse who holds a post-graduate qualification shall be paid an allowance, in addition to salary as follows:

- (a) for a post-graduate hospital or post-graduate certificate – 4% of the Employee's Base Rate of Pay;
- (b) for a post-graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the Employee's Base Rate of Pay;
- (c) a Masters or a Doctorate – 7.5% of the Employee's Base Rate of Pay.

PROVIDED THAT an Employee is entitled to payment of only on 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, that the qualification being required by the Employer and that the qualification is used in the performance of the Employee's work.

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

30. MEDICATION SHIFT ALLOWANCE

An Employee who is a medication endorsed Extended Care Assistant is to receive \$0.50 per hour when dispensing medication within a medication shift as directed by the Employer.

31. BUDDY ALLOWANCE

- 31.1 Clinical Employees directed by the Employer to be a “buddy” for the purposes of providing and/or supporting clinical placements to new Employees and approved students will be paid an allowance of \$2.00 per hour; and
- 31.2 Non Clinical Employees directed by the Employer to be a “buddy” for the purposes of providing an orientation to new Employees will be paid an allowance of \$2.00 per hour.

32. MEAL ALLOWANCE

32.1 Meal Charges

The maximum amount that can be charged or deducted where an Employee receives a meal from the Employer as at the first full pay period from 1 July 2014 is set out in the table below:

Type of Meal	Rate Per Meal
Lunch or evening meal 2 or 3 courses	\$5.56
Single hot or cold main course	\$4.17
Single (other) course i.e. soup or sweet	\$4.02
All breakfasts	\$4.02

Where an Employee is charged for a meal in accordance with the table above, no extra charge is to made for beverages, toast, bread, butter or condiments.

- 32.2 Where Employees are required to work overtime the Employer will provide a meal to the Employee.
- 32.3 Where Employees are required to travel away from their usual worksite and are more than sixteen kilometres away from that worksite at their usual meal time they are to be paid a meal allowance for any meal purchased as follows:

- (a) breakfast - \$10.23;
- (b) lunch or midday meal - \$11.25;
- (c) dinner or evening meal - \$19.94

as at the first full pay period from 1 July 2014.

32.4 The allowance referred to in Clauses 32.1 and 32.3 will be increased by 3% as at the first full pay period from 1 July each year during the term of the Agreement. These allowances are provided in Appendix C for clarity.

33. TOOL ALLOWANCE

33.1 A Non-Clinical Employee engaged by the Employer as a Level 5 or higher to perform the work of a carpenter will be paid a tool allowance of \$8.64 per week as at the first full pay period from 1 July 2014.

33.2 The allowance referred to in Clause 33.1 will be increased by 3% as at the first full pay period from 1 July each year during the term of the Agreement. These allowances are provided in Appendix C for clarity.

34. DRIVING LICENCE REIMBURSEMENT

An Employee directed by the Employer to regularly drive a work vehicle for the purposes of their work for the Employer will be reimbursed the cost of their driving licence.

35. FIRST AID CERTIFICATE – Non Clinical Employees

The Employer will cover any cost of the ongoing renewal of the St John Ambulance Association or Australian Red Cross Society or equivalent certificate for their duties for a Non-Clinical Employee who is expressly required by the Employer to perform First Aid.

36. UNIFORMS

36.1 The Employer will provide to Employees, at its discretion, either:

- (a) Sufficient, suitable and serviceable uniforms, free of cost, to all Employees who are required by the Employer to wear uniforms; or
- (b) An amount of \$12.48 per fortnight as an allowance (inclusive of a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week whichever is the lesser amount) as at the first full pay period from 1 July 2014, not subject to loadings or additional rates, for each week or part of a week of paid employment including periods of paid leave.

- 36.2 If the Employer decides to vary the option pursuant to Clause 36.1, it agrees to consult with Employees.
- 36.3 The allowance referred to in Clause 36.1(b) will be increased by 3% as at the first full pay period from 1 July each year during the term of the Agreement. These allowances are provided in Appendix C for clarity.

37. UNUSUALLY FOUL AND NAUSEOUS LINEN AND WORK

- 37.1 For the purpose of this Clause:

‘Unusually foul or nauseous linen’ means linen which is contaminated with blood, urine, vomit or faeces. It does not include linen which is sealed in airtight containers or bags.

‘Unusually foul or nauseous work’ means unusually dirty or offensive work undertaken for or in connection with the care of a resident suffering from either:

- (a) a specified medical condition; or
- (b) a contagious or communicable illness during a period of lockdown.

Specified medical condition includes Clostridium Difficile, Severe Acute Respiratory Syndrome, Legionella and any other condition determined at the discretion of the Employer.

For clarity unusually foul or nauseous work covers the work by a carer or a cleaner when they are required to sanitise furniture or equipment contaminated by a resident as a result of a condition or illness specified in Clause 37.1(a) or (b) of this Agreement. This contamination needs to be outside of what would be considered normal in the course of looking after frail older people who require high care and support and continence care.

- 37.2 It is agreed that:

- (a) Employees working in the laundry who are engaged in directly handling unusually foul or nauseous linen; and
- (b) Employees required to perform unusually foul and nauseous work;

shall be paid an allowance of \$0.45 per hour or part thereof.

- 37.3 The allowance referred to in Clause 37.2 will be increased by 3% from the first full pay period from 1 July each year during the term of the Agreement. These allowance are provided in Appendix C for clarity.

38. TRAVELLING

- 38.1 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.
- 38.2 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 Modern Award.

PART D – LEAVE ENTITLEMENTS

39. ANNUAL LEAVE

39.1 Basic Entitlement

- (a) A Full-Time Employee will be entitled to four (4) weeks' annual leave after 12 months' Continuous Service.
- (b) A Part-Time Employee will be entitled to annual leave in accordance with sub-paragraph (a) on a pro-rata basis based on the Employee's Ordinary Hours of Work.
- (c) Casual Employees have no entitlement to annual leave.

39.2 Accrual of Annual Leave

Such entitlement will accrue progressively for each year of Continuous Service according to the Employee's Ordinary Hours of Work (including ordinary additional hours of work, but not overtime), and such leave will accumulate from year to year.

39.3 Shift Worker

Shift Workers are entitled an additional week of annual leave for 12 months Continuous Service (for the avoidance of doubt this is 38 hours for Full-Time Employees and pro-rata for Part-Time Employees calculated based on Ordinary Hours of Work).

For the purpose of Clause 39.3, a Shift Worker is an Employee who:

- (a) is regularly rostered to work their Ordinary Hours of Work as a Day Worker; and/or
- (b) works more than four (4) hours or more on 10 or more weekends during the qualifying twelve (12) months.

For the purpose of Clause 39.3, a weekend means work on a Saturday and/or Sunday in any one calendar week.

39.4 Taking of Leave

- (a) An Employee must give four (4) weeks' notice from the date from which the Employee wishes to commence annual leave by either the Employer or the Employee unless otherwise mutually agreed upon by the parties. **PROVIDED THAT** the Employer is required to respond to an Employee's request for annual leave within one (1) week of receiving this request.
- (b) An Employee with an accrued annual leave entitlement can apply for annual leave (including single days of up to eight single days excluding Public Holidays and/or a maximum of four (4) weekend days) and such request will not be unreasonably refused by the Employer. For the avoidance of doubt it will not be an unreasonable refusal where the Employer is unable to relieve the Employee with another suitable Employee for the purpose of annual leave.
- (c) Where agreement cannot be reached between an Employee and Employer as to when annual leave can be taken, the Employer may require the Employee to take such leave at a time directed by the Employer, provided that the Employee cannot be directed to take such leave unless the Employee is entitled to annual leave of more than five (5) weeks.

39.5 Payment of Leave

- (a) Day Work Employees taking annual leave are paid:
 - (i) the amount of wages they would have received for the ordinary time they would have worked had they not been on leave;
 - (ii) an annual leave allowance of 17.5% of their ordinary rate of pay immediately prior to going on annual leave; and
 - (iii) any applicable all purpose payment payable to the Employee concerned.
- (b) Shift Work Employees taking annual leave are paid:
 - (i) the amount of wages they would have received in accordance with their projected roster had they not been on leave; or
 - (ii) an annual leave allowance of 17.5% of their ordinary rate of pay in addition to the relevant wage contained in this Agreement;

whichever is the higher.

- (c) An Employee may elect in writing at the time of applying for leave to be paid their annual leave entitlements prior to taking such leave. In circumstances where an election is made such leave will be paid no later than:
- (i) 12 noon of the last day of work prior to the Employee going on leave; or
 - (ii) the nominated day pursuant to Clause 16.1

39.6 Recovery of Cancelled Holiday Arrangements

If an Employer cancels an Employee's approved annual leave, the Employee is entitled to recover costs from the Employer. This entitlement exists regardless of whether the Employee agreed to cancellation or when they were notified.

Employees are only entitled to recover costs:

- where they incur monetary loss directly associated with cancelling pre-established annual leave holiday arrangements;
- when the loss is unrecoverable;
- for that portion of the unrecoverable cost, which is not subject to an insurance claim or payment; and
- the claim is varied by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information must be accompanied by written notification, from the person or the organisation with whom or which they payment was made, stating that amount, which is not recoverable.

39.7 Calculation of continuous service

For the purpose of this Clause, service must be deemed to be continuous regardless of any absence from work on account of personal sickness or accident up to and including 91 days. Any absence on account of personal sickness or accident in excess of 91 days in any 12 month period, will not count towards calculations of continuous service.

39.8 Recovery of Travel Cost

An Employee who, during a period of annual leave, responds to an Employer instigated request to return to work is entitled to redeem from the Employer:

- any travel and other associated cost incurred in returning to work;
- any travel and other associated costs incurred in the subsequent resumption of annual leave; and
- the costs redeemable are those in excess of costs normally incurred by the Employee in travelling daily to and from work.

39.9 Re-crediting of Leave Days

An Employee, on returning to work in response to an Employer instigated request, must be re-credited with one day's annual leave for each day or part thereof the Employee is at work. The Employee is entitled to take, immediately upon the expiration of the period of duty for which the Employer recalled the Employee:

- the re-credited day or days; and
- the unused portion of approved annual leave (i.e. the leave which the Employee would have taken but for the interruption occasioned by his/her return to work).

However, the Employee is entitled to elect to take the balance of used leave and re-credited leave at a later date.

39.10 Effect of Termination on Annual Leave

Where the employment of an Employee is terminated, the Employer shall, in addition to all other amounts due to the Employee, pay the Employee's ordinary pay as described in Clause 39.5 (a) and (b) of this Agreement.

40. PERSONAL/CARER'S LEAVE

40.1 Entitlement to Personal/Carer's Leave

- (a) For each year of service with the Employer, a Full-Time Employee is entitled to:
- twenty (20) days paid personal/carers' leave if the Employee was employed by the Employer before 1 March 2011; or
 - ten (10) days paid personal/carers' leave if the Employee was employed by the Employer after 1 March 2011.

It is noted that those Employees employed by the Employer after 1 March 2011 are not to be disadvantaged either financially or by way of losing personal leave accruals when directed by the Employer not to work (for example in the event of a gastroenteritis outbreak).

- (b) A Part-Time Employee will be entitled to paid personal/carer's leave in accordance with sub-paragraph (a) on a pro rata basis calculated based on the Employee's Ordinary Hours of Work.
- (c) Casual Employees have no entitlement to paid personal/carer's leave, but do have an entitlement to unpaid leave.

40.2 Taking of Personal/Carer's Leave

- (a) Personal/Carer's leave pursuant Clause 40.1 is available to an Employee, when they are absent:
 - (i) due to personal illness or injury; or
 - (ii) for the purpose of providing care or support for an immediate family or household member who is sick and requires the Employee's care or support or who requires care or support due to an unexpected emergency.

It is noted that the Employer will allow an Employee to access this leave in circumstances where the Employee is a victim of family domestic violence.

40.3 An Employee who is eligible for personal/carer's leave pursuant to Clause 40.1 of this Agreement whilst on a period of annual leave will have such annual leave re-credited for those respective days.

40.4 Payment of Paid Personal/Carer's Leave

If an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's Base Rate of Pay for the Employee's Ordinary Hours of work in the period.

40.5 Accrual of Personal Leave

An Employee's entitlement to paid personal/carer's leave accrues progressively for each year of Continuous Service according to the Employee's Ordinary Hours of Work, and accumulates from year to year.

40.6 Notice and Evidence Requirements

- (a) To be entitled to leave under Clause 40 an Employee must give the Employer notice of the period or expected period of the leave as soon as reasonably practicable that the Employee is (or will be) absent from his or her employment.

- (b) The Employer may require an Employee to give the Employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) An Employee is entitled to access ten (10) single days personal and/or carer's leave without a medical certificate per year, including five (5) episodes of two (2) days at a time, not either side of rostered days off or a weekend that has not been worked.
- (d) Other than as described in sub-clause (c), to be entitled to personal leave during the period, the Employee will be required to give the Employer as soon as reasonably practicable either:
 - (i) a medical certificate from a health practitioner registered with the Australian Health Practitioner Regulation Agency stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a Statutory Declaration made by the Employee and witnessed by a Commissioner for Declarations appointed pursuant to Section 12 of the *Oaths Act (Tas) 2001* or a Justice of the Peace appointed pursuant to Section 4A of the *Justices Act (Tas) 1959* (who is not to be an Employee of the Employer) stating that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury.

This declaration must be dated and provide the full name, signature and qualification as a witness for it to be accepted by the Employer.
- (e) Other than as described in sub-clause (c), an Employee to be entitled to carer's leave during the period, will be required to give the Employer as soon as reasonably practicable either:
 - (i) a medical certificate from a health practitioner registered with the Australian Health Practitioner Regulation Agency stating that in their opinion, the Immediate Family Member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a Statutory Declaration made by the Employee and witnessed by a Commissioner for Declarations appointed pursuant to Section 12 of the *Oaths Act (Tas) 2001* or a Justice of the Peace

appointed pursuant to Section 4A of the *Justices Act (Tas) 1959* (who is not to be an Employee of the Employer) stating that the Employee requires or required leave during the period to provide care or support during the period because of personal illness, or injury, of the Immediate Family Member or an unexpected emergency affecting the Immediate Family Member.

This declaration must be dated and provide the full name, signature and qualification as a witness for it to be accepted by the Employer.

40.7 Unpaid Carer's Leave

An Employee, including a Casual Employee, is entitled to up to two (2) days unpaid carer's leave (either continuously or separately) for each permissible occasion when a member of the Employee's immediate family or member of the Employee's household, require care or support because of a personal illness or injury, affect the member, or an unexpected emergency affecting the member, or the birth of a child.

An Employee cannot take unpaid carer's leave during a particular period when the Employee could instead take paid personal/carer's leave. The same notice and evidence requirements that apply to paid personal/carer's leave also apply to unpaid carer's leave.

41. COMPASSIONATE LEAVE

41.1 Entitlement to Compassionate Leave

- (a) Full-time Employees and Part-Time Employees are entitled to a maximum of six (6) days compassionate leave for each occasion (a permissible occasions) when a member of the an Employee's Immediate Family or a member of the Employee's household:
 - (i) dies (subject to use of such leave being restricted to only the days up to and including the day of the funeral) provided at no time will the amount of compassionate leave be less than the NES; or
 - (ii) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life.

PROVIDED that no such payment shall be made in respect of an Employee's rostered days off.

PROVIDED FURTHER that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave under this Agreement.

- (b) Casual Employees have no entitlement to paid compassionate leave, but do have an entitlement to take unpaid leave.

41.2 Taking of Compassionate Leave

- (a) An Employee may take compassionate leave for a permissible occasion if the leave is taken:
 - (i) to spend time with the member of the member of the Employee's immediate family or household ("the member") who has contracted or developed the personal illness or sustained the personal injury that poses a serious threat to their life; or
 - (ii) after the death of the member of the Employee's immediate family or household.
- (b) An Employee may take unpaid compassionate leave by agreement with the Employer.

41.3 Notice and Evidence Requirements

- (a) To be entitled to compassionate leave under Clause 41.1 an Employee must give the Employer notice of the period or expected period of the leave as soon as reasonably practicable that the Employee is (or will be) absent from his or her employment;
- (b) To be entitled to compassionate leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable;
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the Employee and witnessed by a Commissioner for Declarations appointed pursuant to Section 12 of the *Oaths Act (Tas) 2001* or a Justice of the Peace appointed pursuant to Section 4A of the *Justices Act (Tas) 1959* stating that the Employee requires or required leave during the period due to the death of the member.

This declaration must be dated and provide the full name, signature and qualification for it to be accepted by the Employer; or

- (iii) a death notice which proves the death of the member.

41.4 Casual Employees

- (a) Subject to evidentiary requirements in Clause 41.3, Casual Employees are entitled to not be available to attend work, or to leave work:
 - (i) to spend time with the member of the Employee's immediate family or household ("the member") who has contracted or developed the personal illness or sustained the personal injury that poses a serious threat to their life; or
 - (ii) after the death of the member of the Employee's immediate family or household.
- (b) The Employer and the Employee will agree on the period for which the Employee will be entitled to not be available to attend work. **PROVIDED** that the minimum of two (2) days unpaid leave will apply in accordance with the NES. For clarity, Casual Employees are not entitled to any payment for the period of non-attendance.

42. PARENTAL LEAVE

42.1 For the purposes of this clause the following definitions apply:

Child means a child of the Employee under the age of 1 year except for adoption where child means a person under the age of 16 years who is placed with the Employee for the purpose of adoption.

Eligible Casual Employee means a casual Employee;

- (i) employed by an Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

Ordinary Pay for the purposes of Clause 42 of this Agreement means, an Employee will be paid the higher of:

- (i) the average of the Ordinary Hours of Work actually worked by the Employee in the 12 month period ending at the commencement of Parental leave; or
- (ii) the Ordinary Hours of Work that are worked by the Employee at the time of the commencement of Parental leave.

Non-Primary care giver means a person who is a Parent of a Child who does not assume the role of primary care giver.

Primary care giver means a person who assumes the principal role of providing care and attention to a child.

42.2 Employees are entitled to Parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act).

42.3 General Staff Non-Clinical employees are entitled to the Commonwealth Government's comprehensive Paid Parental Leave (PPL) Scheme (including Dads and Partner Pay).

42.4 Registered and Enrolled Nurses:

(i) An eligible female employee primary care giver is entitled to be paid fourteen weeks (or alternatively 28 weeks at half pay) maternity leave at the relevant rate to be concurrent with the unpaid entitlement prescribed by the NES.

(ii) In addition to the employer paid parental leave entitlements within this Agreement, employees will be eligible for the Commonwealth government's Paid Parental Leave (PPL) Scheme (including Dads and Partner Pay).

42.5 Subject to eligibility being determined, Full-Time Employees, Part-Time Employees and eligible Casual Employees (both Clinical and Non-Clinical) who are a non-primary care givers are entitled to one (1) week paid Parental leave.

42.6 Casual Employees have no entitlement to paid Parental leave as prescribed by this clause unless that casual is an eligible Casual Employee.

42.7 Part-Time work

(a) Entitlement

With the agreement of the employer:

- (i) an employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday, or in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(b) Effect of Part-Time Employment on Continuous Service

Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(c) Pro Rata Entitlements

Subject to the provisions of this sub clause and the matters agreed to in accordance with this sub clause, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

(d) Transitional Arrangements – Annual Leave

- (i) An Employee working part-time under this sub clause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the Employee was still working full-time in the position held prior to taking leave.
- (ii) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this sub clause, as if the employee was working part-time in the position held immediately before resuming full-time work.
 - (B) provided that, by agreement between the Employer and the Employee, the period over which the leave is taken may be shortened to the extent necessary for the Employee to receive pay at the Employee's current full-time rate.

(e) Transitional Arrangements – Personal Leave

An Employee working part-time under this sub clause shall have personal leave entitlements which have accrued under this Agreement (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time Employee or as a full-time Employee, it shall be debited for the ordinary hours that the Employee would have worked during the period of absence.

(f) Part-Time Work Agreement

(i) Before commencing a period of part-time employment under this subclause the Employee and the Employer shall agree:

(A) that the Employee may work part-time;

(B) upon the hours to be worked but the Employee, the days upon which they will be worked commencing times for the work;

(C) upon the classification applying to the work to be performed; and

(D) upon the period of part-time employment.

(ii) The terms of this agreement may be varied by consent.

(iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the Employee by the Employer.

(iv) The terms of this agreement shall apply to the part-time employment.

(g) Termination of Employment

(i) The employment of a part-time Employee under this clause may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Employer because the Employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposed to enjoy any benefits arising under this clause.

(ii) Any termination entitlements payable to an Employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-

time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time Employee on a pro rata basis.

(h) Extension of Hours of Work

An Employer may request, but not require, an Employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (f).

(i) Nature of Part-Time Work

The work to be performed part-time need not be the work performed by the Employee in his or her former position but shall be work otherwise performed under this Agreement.

(j) Inconsistent Provisions

An Employee may work part-time under this clause notwithstanding any other provisions of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be working including provisions:

- (i) limiting the number of employees who may work part-time;
- (ii) establishing quotas as to the ratio of part-time to full-time employees; or
- (iii) requiring consultation with, consent or monitoring by a union.

And such provisions do not apply to part-time work under this clause.

43. LONG SERVICE LEAVE

Full-Time, Part-Time and eligible Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1976 (Tasmania)*, or any subsequent legislation which replaces such Act.

44. COMMUNITY SERVICE LEAVE

44.1 Employees are entitled to community service leave in accordance with the provisions of the NES (refer to Chapter, Part 2-2, Division 8 of the Act).

44.2 Eligible community service activities:

- (a) Entitle an Employee, acting reasonably, to be absent from employment for periods including:
 - (i) time when the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity; and
 - (iii) reasonable rest time immediately following the activity
- (b) Include:
 - (i) jury service (including attendance for jury selection) that is required by or under law of the Commonwealth, a State or Territory; or
 - (ii) a voluntary emergency management activity; or
 - (iv) an activity prescribed in Fair Work Regulations.

44.3 Jury Service Leave

- (a) There is no limit on the amount of unpaid jury service leave an Employee can take in a twelve (12) month period of employment.
- (b) Employees, other than casuals, are entitled to be paid the difference between what the Employee received as jury service pay and the Employee's Base Rate of Pay for the Employee's Ordinary Hours of Work in the period or periods for the first ten (10) days when absent from work in or more periods to attend jury service re particular jury service summons.
- (c) Where the duration of jury service for a particular jury service summons exceeds ten (10) days, the Employer agrees to assist the Employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of Roster; access to Annual Leave and/or Long Service Leave.
- (d) The Employer may require the Employee to provide evidence that would satisfy a reasonable person:
 - (i) that the Employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the Employee.

- (e) No payment is required where evidence is required by the Employer and not provided by the Employee.

44.4 Voluntary Emergency Management Activity (VEMA)

- (a) An Employee engages in VEMA if:
 - (i) They voluntarily participate;
 - (ii) The activity involves dealing with an emergency or natural disaster;
 - (iii) They are a member of, or have a member like association with a recognised emergency management body (REMB); and
 - (v) The REMB requests their participation.

All Full-Time and Part-Time Employees can, subject to staffing requirements, have access to five (5) days paid community service leave each year, non-cumulative.

45. CEREMONIAL LEAVE

45.1 Basic Entitlement

An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled up to 10 working days unpaid leave in any one year, with the approval of the Employer.

45.2 Taking of Leave

An Employee must give four (4) weeks' notice of the date from which the Employee shall commence ceremonial leave by either the Employer or the Employee unless other mutually agreed upon by the parties.

PART E – CLASSIFICATIONS

Each Employee shall be classified in this Agreement according to the structure and definitions set out in this Part E.

ENROLLED NURSE

Enrolled Nurse – pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An Employee will be appointed based on training and experience including:

- (i) having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - (ii) having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
 - (iii) having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency from, time to time.
- (c) Skill Indicators:
- (i) The Employee has limited or no practical experience of current situations; and
 - (ii) The Employee exercises limited discretionary judgement, not yet developed by practical experience.

Enrolled Nurse – pay point 2

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:
 - (i) having satisfactorily completed a hospital based course of training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN: or
 - (ii) 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
 - (iii) 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:

- (i) a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement an record such changes as necessary;
- (ii) an ability to relate theoretical concepts to practice; and
- (iii) requiring assistance in complex situations an in determining priorities.

Enrolled Nurse – pay point 3

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:
 - (i) not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
 - (iii) 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:

- (i) an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- (ii) observation and assessment skills to recognise and report deviations from stable conditions;
- (iii) flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialise are of practice; and/or
- (iv) communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

Enrolled Nurse – pay point 4

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:

- (i) not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 3; and
 - (iii) 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:

- (i) speed and flexibility in accurate decision making;
- (ii) organisation of own workload and ability to set own priorities with minimal direct supervision;
- (iii) observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- (iv) communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

Enrolled Nurse – pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:
 - (i) not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 4; and
 - (iii) 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:

- (i) 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;
- (ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- (iii) efficiency and sound judgement in identifying situations requiring assistance from an RN.

Enrolled Nurse – medication endorsed means an Enrolled Nurse holding an endorsement to administer medication issues by the AHPRA and who is required by the Employer to so administer medications.

REGISTERED NURSE

Registered Nurse means a nurse registered as a Health Practitioner by the AHPRA as a Registered Nurse (Division 1) under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.

Registered Nurse – level 1 (RN1)

- (a) An Employee at this level performs their duties:
 - (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An Employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
 - (i) delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - (ii) coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - (iii) providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and client within the practice setting;
 - (iv) providing support, direction and education to newer or less experienced staff, including ENs, student ENs, student nurses and ECAs;

- (v) accepting accountability for the Employee's own standards of nursing care and service delivery; and
- (vi) participating in action research and policy development within the practice setting.

Registered Nurse – level 2 (RN2)

- (a) An Employee at this level:
 - (i) may hold any other qualification required for working in the Employer's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detail in the subclause on a continuing basis.

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

- (b) In addition to the duties of an RN1, an Employee at this level is required to perform duties delegated by a Clinical nurse consultant or any higher level classification.
 - (i) delivering direct and comprehensive clinical nursing care and individual case management to a specific group of residents or clients in a particular area of nursing practice within the practice setting;
 - (ii) providing support, direction, orientation and education to RN1s, ENs, student nurses, student ENs and ECAs;
 - (iii) being responsible for planning and coordinating services relating to a particular group of clients or residents in the practice setting, as delegated by the Clinical nurse consultant;
 - (iv) acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
 - (v) assisting in the management of action research projects, and participating in quality assurance programs and policy development within the clinical portfolio.

Registered Nurse – level 3 (RN3)

- (a) An Employee at this level:
 - (i) holds any other qualification required for working in the Employer's particular practice setting; and

- (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detail in the subclause on a continuing basis.

An Employee at this level may also be known as a Clinical Nurse Consultant/Quality Manager or Nurse Manager or Nurse Educator.

- (b) In addition to the duties of an RN2, an Employee at this level will perform the following duties in accordance with practice settings and resident or client groups:

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

- Providing leadership and role modelling in collaboration with others particularly in the areas of action research and quality assurance programs;
- Staff and resident/client education;
- Staff selection, management, development and appraisal;
- Participating in policy development and implementation;
- Acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- Delivering direct and comprehensive nursing care to a specific group of residents or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- Coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population or residents or clients within a practice setting; and
- Coordinating or managing nursing or multidisciplinary service teams.

- (ii) Duties of a Quality Manager or Nurse Manager will substantially include, but are not confined to:

- Providing leadership and role modelling in collaboration with others particularly in the areas of action research and quality assurance programs;
- Staff selection and education;
- Allocation and rostering of staff;
- Occupational health;
- Initiation and evaluation of research related to staff and resource management;

- Participating in policy development and implementation;
 - Acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - Being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
 - Managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a Nurse Educator will substantially include, but are not confined to:
- Providing leadership and role modelling in collaboration with others including the clinical nurse consultant and the nurse manager, particularly in the areas of action research;
 - Staff selection;
 - Implementation and evaluation of patient or client education programs;
 - Participating in policy development and implementation;
 - Occupational health;
 - Initiation and evaluation of research related to staff and resource management;
 - Participating in policy development and implementation;
 - Acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
 - 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)

- (a) An Employee at this level:
- (i) holds any other qualification required for working in the Employer's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detail in the subclause on a continuing basis.

An Employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant Director or Nursing (management), or Assistant Director of Nursing (education), or Nursing Manager Clinical Care Services.

- (b) 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 workplace will be a relevant consideration.
- (c) In addition to the duties of an RN3, an Employee at this level will perform the following duties:
- (i) Duties of an Assistant Director of Nursing (clinical) will substantially include, but are not confined to:
- Providing leadership and role modelling in collaboration with others particularly in the areas of selection of staff within the Employee's area of responsibility;
 - Provision of appropriate education programs, coordination and promotion of clinical research projects;
 - Participating as a member of the nursing executive team;
 - Contributing to the development of nursing policies for the purpose of facilitating the provision quality nursing care;
 - Managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
 - Being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - Being accountable for the development, implementation and evaluation of patterns of resident care for a specified span of control;
 - Being accountable for clinical operational planning and decision making for a specified span of control; and
 - Being accountable for appropriate, clinical standards, through quality assurance programs, for a specified span of control.
- (ii) Duties of an Assistant Director of Nursing (management) will substantially include, but are not confined to:
- Providing leadership and role modelling in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (education), particularly in the

areas of selection of staff within the Employees area of responsibility;

- Coordination and promotion of nursing management research projects;
- Participating as a member of the nursing executive team;
- Contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- Managing the activities or, and providing leadership, coordination and support to registered nurses;
- Being accountable for the effective and efficient management of human and material resources within a specified span of control;
- Being accountable for the development and coordination of nursing management systems within a specified span of control; and
- Being accountable for the structural elements of quality assurance for a specified span of control.

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

- Providing leadership and role modelling in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (management), particularly in the areas of selection of staff within the Employees area of responsibility;
- Coordination and promotion of nurse education research projects;
- Participating as a member of the nursing executive team, and contributing to the development of nursing policies for the purpose of facilitating the provision of quality nursing care;
- Managing the activities or, and providing leadership, coordination and support to a specific group of Nurse educators;
- Being accountable for the standards and effective coordination of education programs for a specified population;
- Being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- Being accountable for the management of educational resources including their financial management and budgeting control; and
- Undertaking career counselling for nursing staff.

Registered Nurse – level 5 (RN5)

- (a) An Employee at this level:
- (i) holds any other qualification required for working in the Employer’s particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detail in the subclause on a continuing basis.

An Employee at this level may also be known as Director of Nursing.

- (b) 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 workplace will be a relevant consideration.
- (c) In addition to the duties of an RN4, an Employee at this level will perform the following duties:
- Being accountable for the standards of nursing care and for coordination of the nursing service team;
 - Participating as a member of the nursing executive team, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of policies;
 - Providing leadership, direction and management of the nursing division for the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Governance of the workplace;
 - Providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - Managing the budget of all specified areas;
 - Ensuring that nursing services meet changing needs of clients or residents through proper strategic planning;
 - Complying and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession; and

- Complying with all relevant legislation pertinent to aged care, quality agency and the Department of Social Services.

Nurse undertaking post graduate training

A Registered Nurse or 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 the AHPRA shall, if they wish to continue 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.

An Enrolled Nurse commencing as a Registered Nurse will be paid as a Registered Nurse level 1 year 3 for their first year of service.

Salary re-entry – Registered Nurse

- (a) A Registered Nurse undertaking the re-entry to practice course shall be paid at Registered Nurse level 1, first year of service during course clinical time.
- (b) Subject to (a), such an Employee shall be paid at Registered Nurse level 1 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.

Salary re-entry – Enrolled Nurse

- (a) An Enrolled Nurse undertaking the re-entry to practice course shall be paid at Enrolled Nurse first 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.

Accelerated Advancement

A Registered Nurse who holds a university qualification which results in their initial registration with the AHPRA shall commence as a Registered Nurse level 1 year 2.

Registered Nurse Ratio

The Employer will endeavour to ensure that the minimum number of full-time equivalent nurses at Level 2 is 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 purposes of calculating the ratio.

NON-CLINICAL EMPLOYEES

Aged Care Employee – level 1 Entry level:

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

An Employee at this level:

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

Indicative task performed at this level are:

General and Administrative services	Food services
General clerk	Service Employee
Laundry Hand (1 st year of service)	
Cleaner (1 st year of service)	
Assistant Gardener	

Aged Care Employee – level 2

An Employee at this level:

- Is capable of prioritising work within established routines, methods and procedures;
- Is responsible for work performed with a limited level of accountability or discretion;
- Works under limited supervision, either individually or in a team;
- Possesses sound communication skills; and

- Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and Administrative services	Food services	Personal Care
General Clerk/Typist (between 3 months and less than 1 year's service)	Service Employee	ECA
Laundry hand (2 nd year of service)		
Cleaner (2 nd year of service)		
Gardener/Handyperson (unqualified)		
Driver (less than 3 ton)		

Aged Care Employee – level 3

An Employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative services	Food services	Personal Care
General Clerk/Typist (2 nd and subsequent years of service)	Cook	ECA
Receptionist		
Pay Clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		
Maintenance Employee (not		

qualified and has 1 year of experience)		
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Aged Care Employee – level 4

An Employee at this level:

- Is capable of prioritising work within established routines, methods and procedures;
- Is responsible for work performed with a medium level of accountability or discretion;
- Works under limited supervision, either individually or in a team;
- Possesses sound communication and/or arithmetic skills;
- Requires specific on-the-job training, may require formal qualifications and/relevant skills training or experience; and
- In the case of an ECA, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

General and Administrative services	Food services	Personal Care
Senior clerk	Senior Cook	ECA (trade)
Senior Receptionist		Leisure and Lifestyle (unqualified)
Maintenance/Handyperson (qualified)		
Gardener (trade or TAFE Certificate III or above)		

Aged Care Employee – level 5

An Employee at this level:

- Is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- Is responsible for work performed with a substantial level of accountability;
- Works either individually or in a team;
- May assist with supervision of others;
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);

- May require basic computer knowledge or be required to use a computer on a regular basis;
- Possesses administrative skills and problem solving abilities;
- Possesses well developed communication, interpersonal and/or arithmetic skills; and
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and Administrative services	Food services	Personal Care
Secretary interpreter (unqualified)	Chef	ECA

Aged Care Employee – level 6

An Employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative services	Food services	Personal Care
Maintenance tradesperson (advanced)	Senior Chef	Leisure and Lifestyle (qualified)

Aged Care Employee – level 7/8

An Employee at this level:

- Is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- Is responsible for work performed with a substantial level of accountability and responsibility;
- May supervise the work of others, including work allocation, rostering and guidance;
- Works either individually or in a team;
- May require comprehensive computer knowledge or be required to use a computer on a regular basis;
- Possesses developed administrative skills and problem solving abilities;
- Possesses well developed communication, interpersonal and/or arithmetic skills; and
- May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and Administrative services	Food services	Personal Care
Clerical Supervisor	Chef/Food Supervisor	
General Services Supervisor		

PART F – OTHER PROVISIONS

46. SALARY PACKAGING

- 46.1 The parties to this Agreement agree that the rates of pay specified in this Agreement may be packaged in accordance with the Employer’s salary packaging program.
- 46.2 The Employer agrees to permit all staff, excluding casuals, covered by this Agreement who elect in writing to do so, to convert their base salary to packaged benefits.
- 46.3 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 Agreement;

- (b) non salary packaged benefits must be paid for any period in respect of which the Employee is paid wages or the equivalent, including but not limited to workers annual or other leave with pay;
- (c) if during the life of a salary packaging agreement between the Employer and the Employee, the Employee becomes entitled to workers compensation payments, the Employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the Employee is no longer entitled to such workers compensation payment. Any outstanding benefit still due to the Employee under a salary packaging agreement must be paid as non-cash benefit at the time the agreement is terminated, provided that by mutual agreement the entitlement to non-salary fringe benefits may be extended for a specified period after the date of the termination of the agreement;
- (d) 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 must be paid at the rate of their base salary. Any outstanding benefit still due under this agreement upon termination must be paid as non-cash benefit on or before the date of termination, provided that by mutual agreement the entitlement to non-salary fringe benefits may be extended for a specified period after the date of termination;
- (e) superannuation payments required to be paid to an Industry Superannuation Fund of the Employee's choice under the *Superannuation Guarantee (Administration) Act 1992*, as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
- (f) annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
- (g) Employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement.

46.4 No Employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefits, than currently provided for in the Agreement, or provided for by any over award payment previously agreed

between the Employer and the Employee and in place at the time of the agreement taking effect.

- 46.5 The Employer further agrees that in the promotion and implementation of salary packaging to Employees it will advise each Employee in writing:
- (a) that there is no compulsion for any Employee to participate in salary packaging;
 - (b) that all conditions contained in this Agreement, other than salary packaging as provided for in this Agreement will continue to apply;
 - (c) of the classification level and the current base salary payable as applicable under the relevant clause of the Award;
 - (d) that the structure of any agreed package complies with taxation and other relevant law;
 - (e) that they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the Employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - (f) of the right of the Employee to inspect details of the payments and transactions made under the terms of this Agreement and for this purpose, where such details are maintained electronically, the Employee must be provided with a print out of the relevant information;
 - (g) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to next period where legislation permits;
 - (h) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the Employee must give one month's notice and the Employer must give three months' notice, except in circumstance in an Employee ceases to be employed by the Employer;
 - (i) that in the event that the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and individual Employee's wages will revert to those specified;

46.6 Salary packaging for all Employees shall only be entered into by the Employer as provided for by this Agreement.

47. SUPERANNUATION

47.1 The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements these provisions.

47.2 The Employer shall make superannuation contributions to the Fund. "The Fund" for the purpose of this Agreement shall mean:

- (a) Health Employees Superannuation Trust of Australia (HESTA) established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (b) Any other complying fund upon a request from the Employee and with the consent of the Employer.

47.3 The Employer will contribute to the Fund where required by law. The percentage contributed by the Employer will be as required by law at the relevant time.

47.4 'Ordinary time earnings' are currently defined by the legislation and includes allowances for Ordinary Hours of Work. For the avoidance of doubt, this includes hours in addition to contracted hours paid at ordinary rates. Such allowances include those such as shift allowances. However, they do not include those that arise during overtime (such as meal allowance) other than in circumstances required by legislation and will not include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry and uniform). The parties acknowledge that the legislative definition of 'ordinary time earnings' may vary and, in that event, the legislative definition shall apply.

47.5 If the Employer seeks an exemption from monthly payments to the Fund, the Employees shall be notified in writing prior to the application being made. Upon request from an Employee, the Employer must provide a copy of the remittance receipt from the Fund showing the contributions made on the Employee's behalf or make it available for inspection and the Employee shall be entitled to take a copy. Late payment for reasons beyond the control of the Employer and non-allocation by the Fund shall not constitute a breach of this Agreement.

- 47.6 Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, shall be addressed under Clause 50 of this Agreement.

Voluntary Contributions

- 47.7 Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee's wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by the Employer at the same time as the Employer's contributions. Where the Employer receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee at the same time as the Employer's contributions and in accordance with legislation.
- 47.8 An Employee may vary his or her additional contributions by a written authorisation and the Employer must alter the additional contributions at the same time as the Employer's contributions and in accordance with legislation. An Employee may only vary his or her additional contributions once each month.

Salary Sacrifice

- 47.9 An Employee may make an agreement with the Employer for salary sacrifice.
- (a) The Employee must specify an amount or a percentage of ordinary time earnings by which his or her salary is to be reduced ("the salary sacrifice").
 - (b) The salary sacrifice will be deducted from the Employee's salary and contributed by the Employer to the Fund each month.
 - (c) The Employer will continue to calculate the contributions required by Clause 47.5 and the Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
 - (d) Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.
 - (e) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.

- (f) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted at any time.

47.10 The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

48. CONTRACT OF EMPLOYMENT

48.1 Employment by the Fortnight

Employment must be on a fortnightly basis other than for an Employee engaged as a casual. Any Employee not specifically engaged as a casual employee will be deemed to be employed by the fortnight.

48.2 Classification When an Employee Starts Work

The employer must classify all new employees on engagement.

48.3 Termination of Employment

- (a) The employment of an Employee who has a reasonable expectation of continuing employment must not be terminated unless there is a valid reason for the termination connected with:
 - (i) The capacity, performance or conduct of the employee; or
 - (ii) The operational requirements of the employer's business.
- (b) Where the employer terminates an Employee's employment, the onus of proving the existence of a valid reason for the termination rests with the Employer.
- (c) Where an Employee alleges that his or her employment has been unfairly terminated, the onus of proving that the termination was unfair rests with the applicant.
- (d) The employment of an employee must not be terminated for reasons related to the employee's conduct, capacity or performance unless he or she is informed of those reasons and given the opportunity to respond to them, unless in all the circumstances the employer cannot be expected to provide such an opportunity.
- (e) An employee responding to an employer under subsection (c) (iv) of this subclause is to be offered the opportunity to be assisted by another person of the employee's choice.

48.4 Notice of termination by the Employer

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 two weeks' notice or two weeks' pay in lieu of that notice. However, where an employee has been employed more than 3 years but not more than 5 years the period of notice shall be 3 weeks; and where an employee has been employed more than 5 years the period of notice shall be 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.

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.

In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

48.5 Notice of termination by the Employee

The notice of termination required to be given by the employee is the same as that required of the employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

If the employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

48.6 Instant dismissal

The employer shall have the right to dismiss the employee without notice for conduct that justifies instant dismissal; such conduct being defined under the meaning of 'serious misconduct' under regulation 1.07 of the Fair Work Regulations 2009 and in such cases the wages shall be paid up to the time of dismissal only.

48.7 Payment Instead of Notice

- (a) If the employer does not give appropriate notice of their intention to terminate an employee's employment, they will pay the remainder of the required notice to the employee. If employees do not give at least two weeks' notice of their intention to resign they will lose two weeks' pay.
- (b) In the case of instant dismissal the employee is only entitled to be paid up to the time of the dismissal.

48.8 Employees Have a Right to be paid

Employees are entitled to be paid their normal weekly wage - including overtime and other penalty rates – if due to the act, default or order of an employer the employee does not work:

- 38 hours per week for a full time employee; or
- the maximum number of ordinary hours which the employee is contracted to work for a part time employee; and
- the employee is ready and willing to work during their ordinary working hours in that week.

48.9 What duties must an Employee Perform?

An employer may direct an employee to carry duties, which are:

- within the limits of an employees' skill, competence and training; and
- consistent with the classification structure of this agreement.

This provision must not deny such employee:

- any agreement entitlement which might be applicable for performing work at a higher classification
- nor should the provision enable the employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.

49. REDUNDANCY

49.1 The parties agree that it is not desirable to lose the services of Employees through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities with the workplace should the occasion arise.

Redundancy is a matter provided for in the NES. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to extent of the inconsistency.

49.2 Commitment to consult

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

Where the Employer believes that it may be necessary to make one or more positions within the workplace redundant, or reduce or alter hours that causes a loss of an Employee's income, the Employer agrees to immediately notify the Unions and to commence a process of on-going consultation in accordance with Clause 54 of this Agreement.

49.3 Redeployment and Retraining

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

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

49.4 Notice of Redundancy

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

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

- (a) four (4) weeks for Employees engaged on or before 31 December 2014; or
- (b) notice in accordance with Section 117 of the Act for Employees engaged on or after 1 January 2015.

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

49.5 Redundancy

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

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

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

49.6 Redundancy Package

- (a) Where redeployment or retraining opportunities are not available, the separation package to be paid to Employees made redundant is as follows:
 - (i) Notice in accordance with Clause 49.4;

- (ii) (A) Two (2) weeks' pay for each Year of Service or part year thereof for Employees engaged on or before 31 December 2014 in substitution for the redundancy pay specified in Section 119(2) of the Act; or
 - (B) Redundancy pay in accordance with Section 119(2) of the Act for Employees engaged on or after 1 January 2015.
- (iii) full payment of all accrued annual leave entitlements including leave loading;
- (iv) payment of pro-rata long service leave after seven (7) years of Continuous Service;
- (v) payment of pro-rata long service leave for Clinical Employees with more than five (5) years of Continuous Service.

- (b) 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) which causes a loss of income the Employer will pay a partial redundancy to such Employees as are adversely affected as follows:

Redundancy payment is:

- (i) existing weekly rate - new weekly rate x 2 x years of service and pro rata to 2 weeks for any uncompleted Year of Service for Employees engaged on or before 31 December 2014; or
- (ii) notice in accordance with Section 119 of the Act for Employees engaged on or after 1 January 2015.

- (c) A week's pay shall mean:

For the purposes of this clause a week's pay means the Base Rate of Pay for the total Ordinary Hours of Work for the Employee for a week, and any loadings and allowances to which the Employee is normally entitled.

49.7 An Employee is not entitled to redundancy pay or any other entitlement under this Clause 49 in relation to the termination of his or her employment with the Employer if:

- (a) in relation to the Employee there is a transfer of employment for the purposes of section 22(7) of the Act; or

- (b) The Employee:
 - (i) rejects an offer of employment made by another employer that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the employer immediately before the termination; and
 - (ii) had the Employee accepted the offer, there would have been a transfer of employment in relation to that Employee for the purposes of section 22(7) of the Act.

49.8 Time off to seek other Employment

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

49.9 Financial Counselling

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

49.10 Redundancy Entitlements Statement

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

PART G – ANCILLARY MATTERS

50. DISPUTE RESOLUTION

50.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards; or
- (c) a work related matter;

this term sets out procedures to settle the dispute.

50.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

50.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

50.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

50.5 The Fair Work Commission may deal with the dispute in two stages:

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

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

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

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

50.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

51. NOTICE BOARD

The Employer must provide a notice board of reasonable dimensions to be erected in a prominent position in the establishment for all Employees to access.

52. TRAINING CLAUSE

Compulsory Training: Employees must attend compulsory training including fire and emergency training, Occupational Health and Safety training and manual handling training or any other training as may be required by regulatory bodies.

53. UNION DELEGATE RIGHTS

53.1 It is recognised that Union delegates or elected workplace representatives, with approval of the Union may participate, in the following duties free from any discrimination in their employment:

- (a) represent members in bargaining;
- (b) represent the interest of members to the Employer and at times industrial tribunals;

- (c) consult with Union members and other Employees for whom the delegate is a bargaining representative;
- (d) participate in the operation of the Union which includes representing members on workplace issues;
- (e) represent members on any relevant consultative committee at the workplace;
- (f) attend Union education;
- (g) address new Employees about the benefits of Union membership at the time that they enter employment;
- (h) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
- (i) attend Union annual Delegates Conference.

53.2 It is recognised that Union training leave is unpaid, however an Employee can make application to the Employer for paid Union training leave. Paid Union training leave will be only granted by the discretion of the Employer. The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.

53.3 An Employee can also make application for non-paid training leave. This leave is subject to the Employer agreeing to release the delegate from their normal Roster if the delegate was rostered to work during the time of leave. Normally, 14 days' notice of the proposed training is required.

53.4 The granting of any leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Employer shall not use this sub-clause to avoid an obligation under this clause.

53.5 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

53.6 Each Employee on paid leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an Employee means the classification rate, over-Agreement payment, superannuation and shift loading, which otherwise would have been payable.

- 53.7 All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Unions.
- 53.8 An Employee may be required to satisfy the Employer of attendance at the course to qualify for leave.
- 53.9 An Employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- 53.10 In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the Agreement.

54. CONSULTATION

- 54.1 This term applies if the Employer:
- (a) is seriously considering introducing 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

- 54.2 For a major change referred to in Clause 54.1(a):
- (a) the Employer must notify the relevant Employees that it is seriously considering the major change; and
 - (b) Clauses 54.3 to 54.9 apply.
- 54.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 54.4 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.

- 54.5 As soon as practicable after seriously considering making a major change, 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.
- 54.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 54.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 54.8 The Employer must act in good faith in relation to the consultation process provided in this clause.
- 54.9 While the process described in this clause is underway, the parties will respect the status quo.
- 54.10 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 Clause 54.2(a) and Clauses 54.3 and 54.5 are taken not to apply.
- 54.11 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; or
- (h) changes to the legal or operational structure of the employer or business.

Change to regular Roster or Ordinary Hours of Work

54.12 For a change referred to in Clause 54.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) Clauses 54.11 to 54.15 apply.

54.13 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

54.14 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.

54.15 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).

54.16 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

54.17 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

54.18 In this term:

relevant Employees means the Employees who may be affected by a change referred to in Clause 56.1.

55. WORK HEALTH, SAFETY AND WELL BEING

55.1 Employer Commitment

- (a) The Employer acknowledges that work health and safety legislation sets minimum standards to be met and will operate to achieve high health, safety and wellbeing outcomes for Employees.
- (b) The Employer recognises that a healthy working environment is one that is free from both physical and psychosocial hazards.
- (c) The Employer acknowledges that proactive attention to workplace health and safety can make substantial contributions to workplace efficiency and productivity through:
 - (i) eliminating hazardous conditions in the workplace which create inefficiencies and hinder production;
 - (ii) skilling and resourcing managers to establish work systems which prevent injury and disease; and
 - (iii) implementing workplace consultative arrangements which enable the identification and resolution of hazardous situations and inefficiencies.

55.2 Employee Commitment

- (a) All Employees acknowledge their responsibility to support the Employer in meeting its work health and safety obligations under law. All Employees must comply with safety directions so as not to place themselves or others at risk of injury or illness, this includes:
 - (i) observing and following safety requirements and procedures;
 - (ii) reporting potential and actual workplace hazards, incidents and near misses; and
 - (iii) participating in effective and constructive consultations and co-operating on work health and safety matters.

56. OVERPAYMENT OF WAGES

56.1 Where an Employer believes an Employee has been overpaid, the Employer shall:

- (a) Advise the Employee in writing, detailing the overpayment;
- (b) Request to meet with the Employee; and
- (c) Advise the Employee that he/she may bring a representative including a Union representative to the meeting.

56.2 At the meeting, the parties shall discuss whether the overpayment is agreed or disputed. If it is agreed, the provision at Clause 56.3 shall apply. If it is disputed, Clause 50 shall apply. For the avoidance of doubt, in the event that Clause 50 applies, the matter in dispute is whether or not an overpayment has occurred.

56.3 Where an overpayment is established either by agreement or as a result of the application of Clause 50, the parties shall make reasonable endeavours to reach agreement regarding repayment which may include an authorised deduction from the Employee's wage. Such deductions may occur over an agreed period or upon termination of employment or a combination of both. In discussing the quantum of an authorised deduction, the parties shall consider what is reasonable in all circumstances including:

- (a) The amount of the overpayment;
- (b) The period over which the overpayment was made;
- (c) The effect of the Employee; and
- (d) The effect on the Employer.

If, for any reason, the parties cannot reach agreement, Clause 50 shall apply.

57. UNDERPAYMENT OF WAGES

Where an underpayment of wages occurs by reason of an error in calculation by the Employer involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 72 hours at the request of the Employee. This shall not apply where the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee.

58. FUTURE NEGOTIATIONS

- 58.1 Negotiations for a new Enterprise Bargaining Agreement with the Unions will commence at least six (6) months prior to the nominal expiry date of this Agreement.

- 58.2 The Employer acknowledges that Clause 58.1 imposes a positive obligation upon it to negotiate in good faith with the Unions before submitting a variation, termination or replacement Agreement for the approval of the Employees covered by this Agreement.

SIGNING CLAUSES

Signed for and on behalf of Meercroft Care Inc. (ABN 70 635 647 715) by:

Signature: WA. Shearer
Name: WENDY ANN SHEARER
Date: 10/11/2015
Address: CLEMENTS STREET
DEVONPORT, 7310 TAS.

Explanation of authority to sign: CEO/DON

Signed for and on behalf of the Health and Community Services Union (HSU) who is a bargaining representative by:

Signature: [Signature]
Name: TIM JACOBSON
Date: 17/11/15
Address: 11 CLARE ST
NEW TOWN TAS 7008

Explanation of authority to sign: STATE SECRETARY

Signed for and on behalf of the Australian Nursing and Midwifery Federation, Tasmanian Branch (ANMF), who is a bargaining representative by:

Signature:

_____

Name:

Neroli Ellis

Date:

12 November 2015

Address:

182 Macquarie Street

Hobart Tas 7000

Explanation of

authority

to

sign:

Branch Secretary

APPENDIX A

CLINICAL EMPLOYEES SALARIES

Classification	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
Enrolled Nurses			
Pay Point 1 (1st year of service)	\$24.40 per hour \$48,214.40p.a	\$24.96 per hour \$49,320.96p.a.	\$25.53 per hour \$50,447.28p.a.
Pay Point 2 (2 nd year of service)	\$24.91 per hour \$49,222.16p.a.	\$25.48 per hour \$50,348.48p.a.	\$26.07 per hour \$51,514.32 p.a.
Pay Point 3 (3 rd year of service)	\$25.43 per hour \$50,249.68p.a	\$26.01 per hour \$51,395.76p.a.	\$26.61per hour \$52,581.36p.a.
Pay Point 4 (4 th year of service)	\$25.94 per hour \$9451,247.44p.a.	\$26.54 per hour \$52,443.04 p.a.	\$27.15 per hour \$53,648.40 p.a.
Pay Point 5 (5 th year of service)	\$26.47 per hour \$52,304.72p.a.	\$27.08 per hour \$53,510.08 p.a.	\$27.70 per hour \$54,735.20 p.a.
EN L2 Medication Endorsed			
Cert Entry 1 st Year of Service	\$26.86 per hour \$53,075.36p.a.	\$27.48 per hour \$54,300.48 p.a.	\$28.11 per hour \$55,545.36 p.a.
Dip Entry 2 nd Year of Service	\$27.37 per hour \$54,083.12 p.a.	\$28.00 per hour \$55,328.00 p.a.	\$28.64 per hour \$56,592.64 p.a.
3 rd Year of Service	\$27.89 per hour \$55,110.64 p.a.	\$28.53 per hour \$56,375.28 p.a.	\$29.19 per hour \$57,679.44 p.a.
Registered Nurse – Level 1			
Pay Point 1 (1st Year of Service)	\$26.72 per hour \$52,798.72 p.a.	\$27.33 per hour \$54,004.08 p.a.	\$27.96 per hour \$55,248.96 p.a.
Pay Point 2 (2 nd Year of Service)	\$28.01 per hour \$55,347.76 p.a.	\$28.65 per hour \$56,612.40 p.a.	\$29.31 per hour \$57,916.56 p.a.

Classification	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
Pay Point 3 (3 rd Year of Service)	\$29.30 per hour \$57,896.80 p.a.	\$29.97 per hour \$59,220.72 p.a.	\$30.66 per hour \$60,584.16 p.a.
Pay Point 4 (4 th Year of Service)	\$30.60 per hour \$60,465.60 p.a.	\$31.30 per hour \$61,848.80 p.a.	\$32.02 per hour \$63,271.52 p.a.
Pay Point 5 (5 th Year of Service)	\$31.89 per hour \$63,014.64 p.a.	\$32.62 per hour \$64,457.12 p.a.	\$33.37 per hour \$65,939.12 p.a.
Pay Point 6 (6 th Year of Service)	\$33.18 per hour \$65,563.68 p.a.	\$33.94 per hour \$67,065.44 p.a.	\$34.72 per hour \$68,606.72 p.a.
Pay Point 7 (7 th Year of Service)	\$34.47 per hour \$68,112.72 p.a.	\$35.26 per hour \$69,673.76 p.a.	\$36.07 per hour \$71,274.32 p.a.
Pay Point 8 & thereafter (8 th Year of Service)	\$35.76 per hour \$70,661.76 p.a.	\$36.58 per hour \$72,282.08 p.a.	\$37.42 per hour \$73,941.92 p.a.
Registered Nurse - Level 2			
Pay Point 1 (1 st Year of Service)	\$37.05 per hour \$73,210.80 p.a.	\$37.90 per hour \$74,890.40 p.a.	\$38.77 per hour \$76,609.52 p.a.
Pay Point 2 (2 nd Year of Service)	\$37.93 per hour \$74,949.68 p.a.	\$38.80 per hour \$76,668.80 p.a.	\$39.69 per hour \$78,427.44 p.a.
Pay Point 3 (3 rd Year of Service)	\$38.79 per hour \$76,649.04 p.a.	\$39.68 per hour \$78,407.68 p.a.	\$40.59 per hour \$80,205.84 p.a.
Pay Point 4 & thereafter (4 th Year of Service)	\$39.65 per hour \$78,348.40 p.a.	\$40.56 per hour \$80,146.56 p.a.	\$41.49 per hour \$81,984.24 p.a.
Registered Nurse - Level 3			
Pay Point 1 (1 st Year of Service)	\$41.26 per hour \$81,529.76 p.a.	\$42.21 per hour \$83,406.96 p.a.	\$43.18 per hour \$85,323.68 p.a.
Pay Point 2 (2 nd Year of Service)	\$42.23 per hour \$83,446.48 p.a.	\$43.20 per hour \$85,363.20 p.a.	\$44.19 per hour \$87,319.44 p.a.

Classification	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
Pay Point 3 (3 rd Year of Service)	\$43.19 per hour \$85,343.44 p.a.	\$44.18 per hour \$87,299.68 p.a.	\$45.20 per hour \$89,315.20 p.a.
Pay Point 4 & thereafter (4 th Year of Service)	\$44.17 per hour \$87,279.92 p.a.	\$45.19 per hour \$89,295.44 p.a.	\$46.23 per hour \$91,350.48 p.a.
Registered Nurse- Level 4			
Grade 1 (0-60 beds)	\$49.33 per hour \$97,476.08 p.a.	\$50.46 per hour \$99,708.96 p.a.	\$51.62 per hour \$102,001.12 p.a.
Grade 2 (61-90 beds)	\$49.33 per hour \$97,476.08 p.a.	\$50.46 per hour \$99,708.96 p.a.	\$51.62 per hour \$102,001.12 p.a.
Grade 3 (91-120 beds)	\$49.33 per hour \$97,476.08 p.a.	\$50.46 per hour \$99,708.96 p.a.	\$51.62 per hour \$102,001.12 p.a.
Grade 4 (121+ beds)	\$53.11 per hour \$104,945.36 p.a.	\$54.33 per hour \$107,356.08 p.a.	\$55.58 per hour \$109,826.08 p.a.
Registered Nurse - Level 5			
Grade 1 (0-60 beds)	\$49.33 per hour \$97,476.08 p.a.	\$50.46 per hour \$99,708.96 p.a.	\$51.62 per hour \$102,001.12 p.a.
Grade 2 (61-90 beds)	\$53.11 per hour \$104,945.36 p.a.	\$54.33 per hour \$107,356.08 p.a.	\$55.58 per hour \$109,826.08 p.a.
Grade 3 (91-120 beds)	\$56.88 per hour \$112,394.88 p.a.	\$58.19 per hour \$114,983.44 p.a.	\$59.53 per hour \$117,631.28 p.a.
Grade 4 (121+ beds)	\$61.18 per hour \$120,891.68 p.a.	\$62.59 per hour \$123,677.84 p.a.	\$64.03 per hour \$126,523.28 p.a.

** Note: p.a salary is based on a full-time wage of 38 hours per week without penalties

APPENDIX B

NON-CLINICAL EMPLOYEES SALARIES

Classification	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
Aged Care Employee - Level 1			
Service Employee	\$18.18 per hour \$35,923.70 p.a.	\$18.73 per hour \$37,010.50 p.a.	\$19.33 per hour \$38,196.08 p.a.
Admin Employee	\$18.77 per hour \$37,089.52 p.a.	\$19.33 per hour \$38,196.08 p.a.	\$19.95 per hour \$39,421.20 p.a.
Aged Care Employee – Level 2			
Service Employee	\$18.77 per hour \$37,089.82 p.a.	\$19.33 per hour \$38,196.08 p.a.	\$19.95 per hour \$39,421.20 p.a.
Admin Employee	\$19.28 per hour \$38,097.28	\$19.86 per hour \$39,243.36 p.a.	\$20.50 per hour \$40,508 p.a.
Aged Care Employee – Level 3			
ECA	\$19.51 per hour \$38,551.76 p.a.	\$20.10 per hour \$39,717.60 p.a.	\$20.74 per hour \$40,982.24 p.a.
Service Employee	\$19.51 per hour \$38,551.76 p.a.	\$20.10 per hour \$39,717.60 p.a.	\$20.74 per hour \$40,982.24 p.a.
Admin Employee	\$19.66 per hour \$38,848.16 p.a.	\$20.25 per hour \$40,041 p.a.	\$20.90 per hour \$41,298.40 p.a.
Aged Care Employee – Level 4			

Classification	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
ECA, and Leisure and Lifestyle (unqualified)	\$19.74 per hour \$39,006.24 p.a.	\$20.33 per hour \$40,172.08 p.a.	\$20.98 per hour \$41,456.48 p.a.
Service Employee	\$20.26 per hour \$40,033.76 p.a.	\$20.87 per hour \$41,239.12	\$21.54 per hour \$42,563.04
Admin Employee	\$21.44 per hour \$42,365.44 p.a.	\$22.08 per hour \$43,630.08 p.a.	\$22.79 per hour \$45,033.04 p.a.
Aged Care Employee – Level 5			
ECA	\$20.40 per hour \$40,310.40 p.a.	\$21.01 per hour \$41,515.76 p.a.	\$21.68 per hour \$42,839.68 p.a.
Service Employee	\$21.44 per hour \$42,365.44 p.a.	\$22.08 per hour \$43,630.08 p.a.	\$22.79 per hour \$45,033.04 p.a.
Admin Employee	\$22.12 per hour \$43,709.12 p.a.	\$22.78 per hour \$45,013.28 p.a.	\$23.51 per hour \$46,455.76 p.a.
Aged Care Employee – Level 6			
Leisure & Lifestyle (qualified)	\$21.50 per hour \$42,484.00 p.a.	\$22.15 per hour \$43,768.40 p.a.	\$22.86 per hour \$45,171.36 p.a.
Service Employee	\$22.12 per hour \$43,709.12 p.a.	\$22.78 per hour \$45,013.28 p.a.	\$23.51 per hour \$46,455.76 p.a.
Admin Employee	\$22.94 per hour \$45,329.44 p.a.	\$23.63 per hour \$46,692.88 p.a.	\$24.39 per hour \$48,194.64 p.a.
Aged Care Employee – Level 7			

Classification	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
Service Employee (L7 & L8)	\$22.87 per hour \$45,191.12 p.a.	\$23.56 per hour \$46,554.56 p.a.	\$24.31 per hour \$48,036.56 p.a.
Admin Employee	\$24.02 per hour \$47,463.52 p.a.	\$24.74 per hour \$48,886.24 p.a.	\$25.53 per hour \$50,447.28 p.a.

** NOTE: p.a. salary is based on a full-time wage of 38 hours per week without penalties.

APPENDIX C

ALLOWANCES

Allowance	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
Medication shift allowance	\$0.50 per hour	\$0.52 per hour	\$0.54 per hour
In-Charge Allowance	\$34.09 per shift pursuant to Clause 28	\$35.11 per shift pursuant to Clause 28	\$36.17 per shift pursuant to Clause 28
Post Graduate Certificate	4% of the Base Rate of Pay pursuant to Clause 29 .1	4% of the Base Rate of Pay pursuant to Clause 29 .1	4% of the Base Rate of Pay pursuant to Clause 29 .1
Post Graduate Diploma or Degree	6.5% of the Base Rate of Pay pursuant to Clause 29 .1	6.5% of the Base Rate of Pay pursuant to Clause 29 .1	6.5% of the Base Rate of Pay pursuant to Clause 29.1
Masters or Doctorate	7.5% of the Base Rate of Pay pursuant to Clause 29.1	7.5% of the Base Rate of Pay pursuant to Clause 29.1	7.5% of the Base Rate of Pay pursuant to Clause 29.1
Buddy Allowance	\$2.00 per hour pursuant to Clause 31	\$2.00 per hour pursuant to Clause 31	\$2.00 per hour pursuant to Clause 31
Tool Allowance	\$8.64 per week pursuant to Clause 33	\$8.90 per week pursuant to Clause 33	\$9.17 per week pursuant to Clause 33
Remote Call-Maintenance Employee	\$0.9133 for each hour with a minimum payment of \$9.43 per each 24 hour period pursuant to Clause 23.1(h)	\$0.9406 for each hour with a minimum payment of \$9.71 per each 24 hour period pursuant to Clause 23.1(h)	\$0.9688 for each hour with a minimum payment of \$10.00 per each 24 hour period pursuant to Clause 23.1(h)
Remote Call-Clinical Employee	\$1.33 for each hour with a minimum payment of \$13.51 per day or shift pursuant to Clause	\$1.37 for each hour with a minimum payment of \$13.92 per day or shift pursuant to Clause	\$1.41 for each hour with a minimum payment of \$14.34 per day or shift pursuant to Clause

Allowance	Effective as at the first full pay period from 1 July 2014	Effective as at the first full pay period from 1 July 2015	Effective as at the first full pay period from 1 July 2016
	23.2(h)	23.2(h)	23.2(h)
Meal Charges			
Two or three courses	\$5.56	\$5.73	\$5.90
Single hot or cold main course	\$4.17	\$4.30	\$4.43
Single (other) course i.e. soup/sweet	\$4.02	\$4.14	\$4.26
All breakfasts	\$4.02	\$4.14	\$4.26
Meal Allowance			
Breakfast	\$10.23	\$10.54	\$10.86
Lunch (or midday meal)	\$11.25	\$11.59	\$11.94
Dinner (or evening meal)	\$19.94	\$20.54	\$21.16
Uniform Allowance	\$12.48 per fortnight as an allowance (inclusive of a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week whichever is the lesser amount)	\$12.85 per fortnight as an allowance (inclusive of a laundry allowance of \$0.33 per shift or part thereof on duty or \$1.53 per week whichever is the lesser amount)	\$13.24 per fortnight as an allowance (inclusive of a laundry allowance of \$0.34 per shift or part thereof on duty or \$1.58 per week whichever is the lesser amount)
Foul and Nauseous Linen	\$0.45 per hour (or part thereof) whichever is less (to a maximum of \$3.60 per day)	\$0.46 per hour (or part thereof) whichever is less (to a maximum of \$3.71 per day)	\$0.47 per hour (or part thereof) whichever is less (to a maximum of \$3.82 per day)

APPENDIX D

SUPPORTED WAGE SYSTEM

1. This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

2. In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system;

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system;

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme;

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged;

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au;

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate.

3. Eligibility criteria

3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

3.2 This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

4. Supported Wage Rates

4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause 5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

4.2 Provided that the minimum amount payable must not be less than \$80 per week.

4.3 Where an Employee's assessed capacity is 10% they must receive a high degree of assistance and support.

5. Assessment of capacity

5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a Union which the Employee is eligible to join.

5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as time and wages record in accordance with the Act.

6. Lodgement of SWS wage assessment agreement

- 6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the Fair Work Commission.
- 6.2 All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a Union has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the Union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

7. Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

8. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provision of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

9. Workplace adjustment

An Employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organization in consultation with other workers in the area.

10. Trial period

- 10.1 In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 10.3 The minimum amount payable to the Employee during the trial period must be no less than \$80.00 per week.

- 10.4 Work trials should include induction or training as appropriate to the job being trialled.
- 10.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 5 of this Appendix.

Undertaking

AG2015/6250 – Application for approval of the Meercroft Care Inc. Enterprise Bargaining Agreement 2015

Meercroft Care Inc. ABN 70 635 647 715 of Clements Street Devonport Tasmania ('the Employer') hereby undertakes as follows:

1. Flexible working arrangements

The Employer undertakes that Clause 42.7(a) (i) of the Agreement will be applied consistently with the *Fair Work Act 2009*.

2. Redundancy

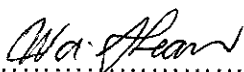
The Employer undertakes that Clause 49.6(a)(ii)(A) will only apply where the benefit arising under the Clause is in excess of the entitlements under the *Fair Work Act 2009*.

3. Typographical errors

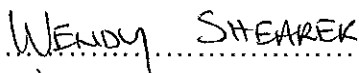
The Employer undertakes that the following typographical errors are to be corrected:

- Clause 29.1 – 'only on qualification allowance' should read 'only one qualification allowance';
- Clause 42.3 – 'GeneralStaffNon-Clinical employees' should read 'Non-Clinical employees';
- Clause 42.4 – 'female employee primary care giver' should read 'primary care giver'; and
- Aged Care Employee – level 5 – '(admin/clerkal;' should read '(admin/clerkal)'.

Signed for and on behalf of Meercroft Care Inc.



.....
(Signature)



.....
(Name)

CEO | DIRECTOR OF NURSING
(Position)

6/2/15
(Date)