



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Queen Victoria Home Inc
(AG2016/524)

QUEEN VICTORIA HOME NURSING ENTERPRISE AGREEMENT 2015 - 2017

Tasmania

COMMISSIONER LEE

MELBOURNE, 1 APRIL 2016

Application for approval of the Queen Victoria Home Nursing Enterprise Agreement 2015 - 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Queen Victoria Home Nursing Enterprise Agreement 2015 - 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Queen Victoria Home Inc. The Agreement is a single enterprise agreement.

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

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 April 2016. The nominal expiry date of the Agreement is 1 July 2017.



COMMISSIONER

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

**The Queen Victoria Home
Nursing
Enterprise Agreement
2016 - 2017**



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Part 1— PRELIMINARIES

INTRODUCTION

- This Agreement is made under section 172 of the Fair Work Act 2009.
- The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act
- The employer will formally advise the Unions when the Agreement is made in order for the Unions to apply under section 183 of the Fair Work Act 2009 to be covered by the agreement.
- It is the intention of this agreement that the Unions will be covered by this Agreement

1. Scope of Agreement

- 1.1 This Agreement shall be known as the Queen Victoria Home Nursing Enterprise Agreement 2015 - 2017 and throughout is referred to as “this Agreement”.

2. Parties Bound

- 2.1 The parties to this agreement are as follows:

- (a) The Queen Victoria Home Inc. ('the employer');
- (b) The Australian Nursing and Midwifery Federation, Tasmanian Branch (ANMF);
- (c) The Health Services Union, Tasmania Branch ('the Union');
- (d) Employees who are employed by the employer and are engaged in work in classification's contained within this Agreement.

3. Date and Period of Operation

- 3.1 This Agreement will be operational on the seventh day after the date specified on notice from the Fair Work Commission. The Agreement shall remain in force until the 1 July 2017, unless terminated or varied by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.
- 3.2 The employer undertakes to back pay only employees employed at the time of the Fair Work approval of this agreement. The wage back pay will commence from 10 November 2014 and will be paid on the first full pay period on or after the approval of this agreement by Fair Work.

4. Definitions and Interpretation

4.1 In this Enterprise Agreement, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth)

Default fund employee means an employee who has no chosen fund within the meaning of the Superannuation Guarantee (Administration) Act 1992 (Cth)

AHPRA means the Australian Health Practitioner Regulation Agency

Afternoon shift means a shift finishing between 6.00pm and midnight.

Casual employee means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.

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

De facto partner includes a former de facto partner.

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

Employee means an employee employed by the employer and covered by the scope of this Agreement

Employer means The Queen Victoria Home Inc.

Health industry means employers in the business and/or activity of providing health and medical services and who employ nurses and persons who directly assist nurses in the provision of nursing care and nursing services

Immediate family of an employee means:

- (a) a spouse, de facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the employee; or
- (b) A child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

Member of employee's household in respect of an employee means any person or persons who usually reside with the employee.

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)

Night shift means a shift finishing after midnight and before 8.00am.

Relevant rate means the salary for an employee's classification as specified in Schedule B of this Agreement.

Relevant hourly rate means the salary for an employee's classification as specified in Schedule 1 of this Agreement (the relevant rate) divided by 52 and then divided by 38.

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

Shift worker means an employee who is regularly rostered to work their ordinary hours of work outside the span of ordinary hours of a day worker.

Spouse includes a former spouse.

The Act means the Fair Work Act 2009 (Cth)

Trainee Enrolled Nurse means an employee undergoing an approved training course in enrolled nursing under the provisions of AHPRA.

Year of service means 1976 ordinary hours worked, and includes all paid leave.

5. Complete Agreement

5.1 This Agreement is intended to cover all matters pertaining to the employment relationship.

5.2 In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

6. No Extra Claims

6.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

6.2 Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.

6.3 Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

7. Access to the Enterprise Agreement and the National Employment Standards

7.1 The employer will ensure copies of this Enterprise Agreement and the NES are conveniently located for all employees to whom they apply.

8. The National Employment Standards and this Enterprise Agreement

8.1 Entitlements in accordance with the NES are provided for under the Act.

8.2 The NES provides a set of minimum standards which cannot be displaced.

- 8.3** Where this Agreement has provisions regarding matters dealt with under the NES, and the provisions in the NES are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect. In this instance the provisions dealing with that matter in this Agreement will have no effect to that Employee. The provisions in this Agreement otherwise apply.

9. Individual Flexibility Agreements

An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with 1 or more the following matters:

- (a) Split Shifts;
- (b) Hours of work;
- (c) Allowances; and
- (d) Annual leave flexibility – up to 10 single days

- 9.1** The arrangement must meet the genuine needs of the employer and employee in relation to 1 or more matters mentioned in paragraph above; and

- 9.2** The arrangement is genuinely agreed to by the employer and employee.

- 9.3** The Employer must ensure that any individual flexibility arrangement:

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

- 9.4** 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 aged, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise 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
 - (iv) states the day on which the arrangement commences.

- 9.5** The employer or employee may terminate the individual flexibility arrangement:

- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
- (ii) if the employer and employee agree in writing – at any time.

Part 2—CONSULTATION AND DISPUTE RESOLUTION

10. Consultation

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

For a major change referred to in paragraph (1)(a):

 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

In this term:

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

11. Dispute Resolution

- (a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act), or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If the matter cannot be resolved, a party may refer the dispute to the Fair Work Commission for resolution using any of its powers (including powers under section 595(3) and 739(4) of the Act).
- (c) Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (d) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (e) While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- (f) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term

Part 3—Types of Employment and Termination of Employment

12. Types of Employment

12.1 Employment Categories

Employees under this Enterprise Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An 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 respective classification.

12.2 Full-Time Employment

A full-time employee is one engaged as such and their ordinary hours of work average 38 hours per week.

12.3 Part-Time Employment

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing employment, the employer and employee will agree in writing the number of hours to be worked each fortnight. The employee will work in line with a roster which will provide the starting and finishing times each day.
- (c) A part time employee will be paid a minimum of three hours for each start.
- (d) Any agreed variation to the hours of work will be at the written request of an employee asking for their hours to be reviewed. This can be requested by the employee annually however variation will only be with the agreement of both parties. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

- (e) Any adjusted guaranteed minimum number of hours resulting from a review should, however, be such as to correctly reflect roster cycles and shift configurations utilised at the workplace.

12.4 Casual Employment

- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a part-time employee.
- (b) A casual employee will receive a casual loading of 25% and be paid a minimum of two hours pay for each engagement.
- (c) Allowances specified in this agreement, other than higher duties allowance and certificate and/or Diploma Allowance, shall not be taken into account in calculating overtime and shift loadings specified in this agreement.

Notwithstanding the above the loading payable to casual employees is to be taken into account before calculating rates payable for weekend and public shifts, but, shall not be taken into account when calculating overtime payments.

- (d) 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 hours before the scheduled commencing time in the case of a day shift, and up to six hours before the scheduled commencing time of either an afternoon or night shift.

Provided that if the minimum notice of cancellation of the engagement above is not given the employee is to be paid three hours pay.

(e) Casual Conversion

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

- (i) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
- (ii) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked; however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
- (iii) The employer will consider the request in line with business requirements and may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (iv) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

13. Termination of Employment

13.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:

- (a) inform the employee that the termination of their employment is being considered;
- (b) advise the employee of the reasons for termination; and
- (c) provide the employee with an opportunity to show cause why their employment should not be terminated.

13.2 Period of Notice

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for the employer.

13.3 Casuals are employed on an ad hoc basis for the current shift worked only.

13.4 Notice of Termination by an Employee

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

14. Redundancy

Redundancy Entitlements is a matter provided for in the NES (Division 11 – Notice of Termination and Redundancy Pay). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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

(b) Commitment to consult

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner. Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of employee's income, the employer agrees to immediately notify the union and to commence a process of ongoing consultation in accordance with Clause 10 of this Agreement.

(c) Redeployment and Retraining

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

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

(d) Notice of Redundancy

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of employees' income. 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 employees' 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 four weeks.

Employee's Period Of Continuous Service	Period Of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

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

(e) Redundancy

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

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

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

(f) **Redundancy Package**

Voluntary Redundancies

- (a) notice as specified in this clause, or payment in lieu of that notice; and
- (b) two weeks pay for each completed year of service and pro rata for and uncompleted year; and
- (c) payment for all accrued annual leave including leave loading.

Involuntary Redundancies

- (a) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:
 - (1) Four (4) weeks pay in lieu of notice;
 - (2) Two (2) weeks pay for each year of service or part thereof;
 - (3) Full payment of all accrued annual leave entitlements including leave loading;
 - (4) Payment of pro rata long service leave after 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 the Award) which causes a loss of income the employer will pay a partial redundancy to such employees as are adversely affected as follows:

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

- (c) A weeks pay shall mean:
 - (1) the hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
 - (2) any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
 - (3) any all purpose work related allowances

(d) Time off to seek other Employment

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

(e) Financial Counselling

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

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

15. Progression through Pay Points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1976 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule A Classification Definitions, and knowledge gained through experience in the practice settings over such a period.

16. Recognition of Service and Experience

- 16.1 Recognition of service is in line with the current position being undertaken by the Employee.
- 16.2 Any application for re-grading must be made in writing and all relevant documentation must be provided.
- 16.3 From the time of commencement of employment an employee has one month in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement.
- 16.4 Until such time as the employee furnishes relevant documentation which is in line with the position being undertaken, the employer shall pay the employee at the level for which proof has been provided.
- 16.5 Employees will only be paid a higher rate, taking into account 16.1, from the date of providing the relevant evidence to the employer.

16.6 For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work, less any Annual Leave taken during the year.

17. Allowances and Payments

17.1 Employees must provide a receipt for any claim or provide a statement where a receipt is not possible. Where requested a statutory declaration must be completed.

17.2 Clothing and Equipment

Employees required by the employer to wear uniforms will be supplied with an adequate number of suitable and serviceable uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and must be returned by the employee within 48 hours of leaving employment or at the direct request of the employer.

17.3 Meals when Working Overtime without Previous Notification

- (a) An employee who is requested to work overtime is able to access meals at the facility without cost.
- (b) The employee may make any meal request to their manager for same day approval.
- (c) A meal will not apply when an employee could reasonably return home for a meal within the meal break.

17.4 Higher Duties

- (a) An employee who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for five consecutive days or more.
- (b) Higher duties allowance does not apply to Registered Nurse Level 4

17.5 Travelling, Transport and Fares

- (a) An employee required to use their own motor vehicle in the course of their duties will be reimbursed on a per kilometre travelled basis in accordance with the Australian Taxation Office rates prevailing at the time.
- (b) When an employee is involved in travelling on duty, all reasonably incurred expenses in respect to fares, meals and accommodation and all reasonable out of pocket expenses will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

17.6 In Charge Allowance

A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit where a Level 3 nurse is normally employed, shall be paid an in-charge allowance for each shift worked of \$25.

Provided also that the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.

Provided further that there is no entitlement to this payment if a Registered Nurse Level 3 or above is rostered for duty at the same time and in the same unit.

17.7 Post Graduate Qualification Allowance

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

17.8 Preceptor Allowance

An Enrolled Nurse, a Registered Nurse Level 1 or a Registered Nurse Level 2 who acts as a preceptor shall be paid an allowance for all time spent so acting, subject to the following –

- (a) the preceptor program must be approved by the employer; and
- (b) the employee must be a qualified preceptor; and
- (c) where an employer requires an employee to act as a preceptor the employer will pay all course fees and provide time off on full pay for the employee to attend the preceptor course.

The preceptor allowance paid to employees shall be:

- (d) \$2.50 per hour for all other time spent acting as a preceptor.

17.9 Student Supervision Allowance

Nurses responsible for the supervision of students shall be paid a supervision allowance of \$2.00 per hour.

17.10 Allowances not to be taken into account

Allowances specified in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.

Notwithstanding the above the loading payable to casual employees is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

18. Health and Wellbeing

18.1 Queen Victoria Home is committed to ensuring that employees have appropriate support in relation to any issues which are affecting their ability to work. Employee assistance may be required in various situations including, but not limited to: domestic violence, alcohol or drug dependence or a psychological issue.

18.2 Domestic Violence

The parties to this agreement recognise that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff who experience family violence.

General Measures

- (a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer.
- (b) All personal information concerning family violence will be kept confidential. No information will be kept on an Employee's personnel file without their express written permission.
- (c) An employee experiencing family violence may raise the issue with their manager or the contact person.
- (d) Flexible arrangements are available to employees experiencing domestic violence. The employer's decision will be based on operational requirements and the employee will be notified in writing.
- (e) The Queen Victoria Home Inc will identify a contact person who will be trained in family violence and privacy issues.
- (f) Employees dealing with Domestic Violence may access the Employee Assistance Program.
- (g) When requested by the employee, the Contact person will liaise with the employees' manager on the employee's behalf and will make recommendations on the most appropriate form of support to provide.

Leave

- (a) An employee experiencing family violence will have access to up to ten (10) days per year of personal leave at the employee's base rate of pay for medical appointments, legal proceedings and other activities related to family violence. This leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An employee may take relevant leave when supporting a member of their immediate family or household to accompany them to court, hospital, or to mind children.
- (c) The provision for paid leave apply to fulltime and part time employees only.

Individual Support

- (a) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Queen Victoria Home Inc will approve any reasonable request from an employee experiencing domestic violence for:
 - (i) Changes to their span of hours or pattern of hours;
 - (ii) Job redesign or change of duties;
 - (iii) A change to their contact details, such as telephone number or email address to avoid harassing contact;
 - (iv) Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.

19. Salaries

19.1 Salary increases during the life of this agreement

The salaries of employees covered by this Agreement will be increased as follows fully cumulative –

From the first full pay period to commence on or after:

10/11/2014	3.25%
01/07/2015	3.25%
01/07/2016	3.25%

The salary rates are set out in Schedule B of this Agreement.

19.2 Nurse undertaking post graduate training

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

19.3 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 Australian Health Practitioner Regulation Agency shall, if they wish to continue in employment with the employer, be transferred to a position as a registered nurse if the employer has such a position available and if the employee is suitable for the position.

An Enrolled Nurse commencing as a Registered Nurse shall be paid as a Level 1 year 2 Registered Nurse for their first year of service.

19.4 Salary re-entry – Registered Nurses

- (a) A Registered Nurse who has completed the re-entry to practice course shall be paid at Registered Nurse Level 1 for the first 1786 hours, or two years, whichever comes first.
- (b) Upon completion of the requirements set out in paragraph (i) herein, a Registered Nurse shall then be classified and paid at a level taking into account all previous experience as a Registered Nurse upon evidence of that past experience being provided.

19.5 Salary re-entry – Enrolled Nurses

- (a) An enrolled nurse who has completed the re-entry to practice course shall be paid at Enrolled Nurse second year of service for the first 1786 hours, or two years, whichever comes first.
- (b) Upon completion of the requirements set out in paragraph (a) herein, an enrolled nurse shall then be classified and paid at a level taking into account all previous experience as an enrolled nurse upon evidence of that past experience being provided.

20. Payment of wages

- 20.1** Employees are responsible for registering their start and finish times within the electronic rostering system. Wages will be paid fortnightly no later than Thursday.
- 20.2** When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- 20.3** The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.
- 20.4** Employees will be paid by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 20.5** Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable will be paid as soon as possible or by the next pay run.

Late payment of wages

Where an employee's wages are not paid on the normal pay day the employer is to pay the employee at the relevant overtime rate until the employee's wages are credited to the employee's bank/financial institution account. The calculation of overtime shall commence at 12.01am on the day immediately following the normal pay day.

Provided that this clause shall not apply where the late payment has arisen through no fault of the employer or where alternative arrangements have been agreed between the employee and the employer.

20.6 Particulars of Wages

- (a) Within 24 hours an employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act:
- (i) the employer's name; and
 - (ii) the employee's name; and
 - (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and
 - (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) the Australian Business Number of the employer.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.

- (c) If the employee is paid at an hourly rate of pay, the pay slip will also include:
 - (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
- (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
- (e) Where agreed the employee and employer may negotiate remuneration packaging on an individual basis.

21. Superannuation

21.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993, deals with the superannuation rights and obligations of employers and employees. Under the legislation individual employees generally have the opportunity to choose their own superannuation fund.

21.2 The default Superannuation Fund

If employees do not elect to choose their own superannuation fund, the superannuation fund to which the employer will make contributions of employees' behalf is the Health Employees Superannuation Trust of Australia (HESTA).

21.3 Employer contributions

The employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the Superannuation Guarantee Charge under superannuation legislation with respect to that employee.

21.4 Voluntary employee contributions

Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount from the pre or post-taxation wages of the employee into the employee's superannuation fund.

Employees may adjust the amount they have authorised the employer to pay from their wages from the first of the month following the giving of three months' written notice to their employer.

The employer must pay the amount authorised no later than 28 days after the end of the month in which the deduction authorised was made.

21.5 Superannuation Fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (21.2) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (21.2) and pay the amount authorised under subclauses to Hesta Super Fund (Health Employees superannuation Trust Australia).

Part 4 - HOURS OF WORK AND RELATED MATTERS

22. Ordinary Hours of Work – Day Workers

22.1 The ordinary hours of work for a day worker, exclusive of meal times, shall not exceed an average of 38 hours per week calculated over a period of four consecutive weeks.

22.2 **The hours of work prescribed in clause (22.1) may be arranged as follows:**

- (a) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
- (b) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle;

22.3 The ordinary hours of work are not to exceed eight hours per day, except for a meal break, and be worked between 7am and 7pm. Provided that the daily ordinary hours may be extended to 10 hours per day by agreement between the employee and the employer.

22.4 Work performed outside the spread of hours specified in clause 22.3 is to be paid at the relevant overtime rate.

23. Ordinary Hours of Work – Shift Workers

23.1 A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker.

23.2 The ordinary hours of shift workers are an average of 38 hours per week and are not to exceed:

- (a) 8 in any one day;
- (b) 152 in 28 consecutive days.

Provided that the ordinary hours of work for night shift employees may be extended to 10 per day, to be paid at the appropriate shift rate.

Provided further that an employer and an employee may agree to extend the ordinary hours to 12 per day subject to either the employer or employee being able to discontinue the arrangement by the giving of fourteen days notice. No employee or prospective employee shall be required to work a 12 hour shift as a condition of employment except by agreement between the employer and employee.

23.3 Breaks Between Shifts

Unless otherwise agreement, an employee shall not be required to start a shift unless there has been a break of at least nine hours since the cessation of the employee's previous shift.

23.4 Daylight Savings

At the changeover of time consequent upon daylight saving in each year

- (a) the employee shall be paid for actual time worked irrespective of the length of the shift; and
- (b) employees paid in accordance with (a) are not entitled to payment for the one hour lost.

24. Rostering

24.1 Employees will work in accordance with a fortnightly roster which includes the ordinary hours of work.

24.2 The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in the new electronic roosting system for employees at least seven days before the commencement of the roster period. The roster must:

- (a) not roster any employee to work for more than eight shifts in any nine consecutive days
- (b) make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the employer and employee concerned
- (c) not be changed without a minimum of four weeks' notice.

Provided that by agreement between the employer and the employee changes to rosters may occur without the need for 4 weeks' notice to be given.

Provided further an employee's place on the roster shall not be changed except with a week's notice of such change, or payment of the relevant overtime rate for all hours that would have been worked by the employee during the period of notice not given. Overtime will not be payable where the change to the employee's roster is made by mutual consent.

- 24.3 Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 24.4 Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.
- 24.5 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, text message or by accessing the electronic portal.
- 24.6 It is not obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.
- 24.7 Both parties can agree to a roster being altered at any time:
- (a) so as to enable the service of the organisation to be carried on; or
 - (b) where another employee is un-expectedly absent from duty; or
 - (c) in the event of an emergency; or
 - (d) where the employer and employee/s affected agree.

25. **Saturday and Sunday Work**

- 25.1 Where a shiftworker is rostered to work ordinary hours between midnight Friday and midnight Saturday, they will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 25.2 Where a shiftworker is rostered to work ordinary hours between midnight Saturday and midnight Sunday, they will be paid a loading of 100% of their ordinary rate of pay for the hours worked during this period.

26. **Breaks**

26.1 **Meal Breaks**

- (a) A day worker who works in excess of four hours will be entitled to a paid meal break of 30 minutes.
- (b) Where a day worker is required to remain available or on duty during a meal break, the employee will be paid overtime at the rate of time and one half of their relevant rate for all time worked until the meal break is taken.

- (c) Where employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.
- (d) Shiftworkers will receive a paid meal break of 30 minutes which is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift. Provided that a day shift worker's meal break is to be taken between 12 midday and 2 pm.

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

26.2 Tea Breaks

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

26.3 Charges for meal provided by employer

The maximum amount that shall be charged or deducted where employees receive a meal provided by the employer shall be \$5.50. This charge does not apply to meals provided when an employee works overtime and the employer supplies a meal, provided that where a meal is provided as above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments.

27. Overtime

27.1 Overtime Penalty Rates

Hours worked in excess of the ordinary hours on any day or shift are to be paid as follows:

Day	Day Workers	Shift Workers
Monday to Saturday	Double time	Double time
Sunday	Double Time	Double time

Public Holidays	Double time and a half	Double time
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Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed for Shiftworkers.

27.2 Rest Period After Overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be arranged to allow employees at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

27.3 Rest Break During Overtime

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

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

27.4 Part-time shift workers – work outside rostered shifts

If a part-time shift worker agrees to work an ordinary time shift in addition to their rostered shifts, or agrees to vary their hours of work in accordance with clause 12.3, the overtime provisions of this clause shall not apply unless the employees ordinary hours exceed those specified in clause 27.

Where a part-time shiftworker is directed by the employer to work overtime then the overtime rates in this clause shall be payable.

27.5 Recall

- (a) An employee who has left the workplace is recalled to work after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, as follows:
 - (i) for the first recall a minimum payment of four hours; and
 - (ii) for any subsequent recall a minimum payment of three hours.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked.
- (c) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

27.6 Remote Call

For the purposes of this Clause **remote call** means an employee rostered to be available to either attend the workplace or to provide telephone advice but allowed to leave the workplace.

An employee rostered to remain on remote call –

- (a) is to be paid \$1.82 for each hour that the employee is required to be so available with a minimum payment of \$18.20 per day or shift when so rostered;
- (b) the minimum payment per day or shift in (a) is to be adjusted by the same percentages and at the same time as the salary increases provided for during the life of this Agreement;
- (c) if an employee rostered to be on remote call is recalled to work payment is to be as specified in clause 27.5(a) above, in addition to the allowance specified in (a) above.

28. Shiftwork

28.1 Shift Penalties

Shift workers are to be paid the following loading on their relevant hourly rate for working the following shifts:

Shift	Penalty
Afternoon shift	15%
Night shift	17.5%

The following shift penalties are paid in substitution for the afternoon and night shift penalties above:

Saturday shift	50%
Sunday shift	100%
Public Holiday shift	100%

- (a) The time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday, the time worked before midnight shall be regarded as time worked on such Sunday or holiday.
- (b) Where a shift falls partly on a holiday, the shift the major portion of which falls on a holiday shall be regarded as the holiday shift.
- (c) A shiftworker who –
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) works on night shift for a period in excess of four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;

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

Provided that where a shiftworker by mutual arrangement with an employer works permanently on a night shift, such shiftworker will be paid 17.5% more than the ordinary salary rate for each permanent night shift so worked.

28.2 Handover

Where meal breaks are paid and there is insufficient paid time each day to allow for a handover, a maximum of fifteen (15) minutes per hand over will be allowed.

If handovers are completed in less than fifteen (15) minutes only the time actually worked shall be paid.

Provided that if handovers exceed fifteen (15) minutes no additional payment shall be made.

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

29. Union Delegates

- (a) Union delegates or elected workplace representatives upon application in writing and approval by the employer shall be granted paid or unpaid leave.

Provided that the Employer, subject to availability, will offer approved union delegates additional shifts to 'backfill' to prevent loss of wages. For example, if a union delegate is away from the workplace for one shift, the Employer may offer one additional shift to the union delegate, provided a shift becomes available.

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

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

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

Part 4—LEAVE AND PUBLIC HOLIDAYS

30. Annual Leave

30.1 Casual employees have no entitlement to annual leave.

30.2 Accrual of Annual Leave

For each year of service with the employer, an employee is entitled to:

- (a) 4 weeks of paid annual leave for day workers; or
- (b) 5 weeks of paid annual leave for shift workers who work at least twenty Saturdays or Sundays or any combination of Saturdays and Sundays totalling twenty in any one leave year.
- (c) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

30.3 Payment of Annual leave

- (a) If an employee takes annual leave during a period, the employee will be paid the amount of wages they would have received in respect of the ordinary hours of work which they would have worked if not for taking leave.

An employee going on leave may elect to be paid:

- (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (b) Once the leave has commenced the election cannot be changed unless the Employer agrees.
 - (c) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.

30.4 Taking of Leave

Annual leave is to be granted and taken in one consecutive period, or any combination of periods agreed between the employer and the employee.

30.5 Annual Leave Loading

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the employee is entitled, on a maximum of 152 hours/four weeks annual leave per annum.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

30.6 Cashing Out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

30.7 Annual leave exclusive of public holidays

However a shift worker, including a part-time shift worker, shall have added to the entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that employee, would have been a rostered day off.

Notwithstanding the above, a part time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee is rostered to work.

30.8 Annual leave exclusive of certified personal/carers leave

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

31. Public Holidays

- (a) All employees (other than casuals) are entitled to payment for either the public holiday specified below *or* if there is a deemed substitution day or part day, then the substitution day will be the public holiday for the purpose of this agreement:

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

- (b) Payment for public holidays mentioned in subclause (a) above which are taken and not worked will be at the normal rate of pay which would have applied to the employees concerned had they been at work.
- (c) Where an employee is required to work on a public holiday which applies at the employee's usual workplace, but the employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the employee's annual leave entitlement, or the employee may elect to take another working day in lieu of that public holiday.

31.1 Payment for Work Done on Public Holidays

Subject to the provisions of this clause and clause 30 - Annual Leave, where an employee is entitled to payment for work done on public holidays this may occur, by agreement between the employer and employee, in the following manner:–

- (i) A full time or part time shift worker will be paid at the rate of double time.
- (ii) A casual employee will be paid at the rate of double time of the relevant wage rate.
- (iii) A day worker will be paid at the rate of double time and one half.

32. Ceremonial Leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

33. Personal / Carer's Leave

33.1 A fulltime employee will accrue up to 23 days (174 hours) of paid personal/carers leave per annum.

33.2 A part time employee will accrue up to 152 hours of paid personal/carers leave per annum on a pro rata basis.

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

33.4 Taking paid personal/carers leave

An employee may take paid personal/carers leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediately family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

33.5 Payment for paid personal/carers leave

Personal leave is paid at the employee's relevant rate exclusive of shift or weekend loadings or overtime.

An employee is not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation.

33.6 Notice and Evidence Requirements

- (a) An employee must give the employer notice of the intention to take leave under this clause as soon as practicable (which may be a time after the leave has started) and must advise the employer of the period, or expected period, of the leave.
- (b) An employee who has given the employer notice of the taking of leave under this clause must, if required by the employer, provide the employer with evidence that would satisfy a reasonable person that the leave was taken for the reason claimed. In this regard, the employee may provide a doctor's certificate, a certificate from a registered Medicare provider, or a statutory declaration.

Provided that employees are entitled to have five days per year either as single days or two consecutive days without a certificate. Provided further that employees are entitled to have these five days per year of personal/carers leave by providing a statutory declaration.

33.7 Unpaid Carer's Leave

- (a) An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediately family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness or injury affecting the member; or
- (b) an unexpected emergency affecting the member.
- (c) The notice and evidence provisions of this clause apply to the taking of unpaid carer's leave.

34. Bereavement and Compassionate Leave

34.1 Bereavement leave

An eligible employee will on the death of a member of the employee's immediate family or a member of the employee's household be entitled to apply to the employer for paid leave of up to three days up to and including the day of the

funeral. Payment will be for the ordinary number of hours the employee would have worked during the period of bereavement leave.

Provided that an employee who is required to travel interstate shall be entitled to five days paid bereavement leave.

34.2 Compassionate Leave

In addition, an eligible employee is entitled to take up to 3 days of paid compassionate leave for each permissible occasion when a member of the employee's immediate family or household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life.

Provided that an employee who is required to travel interstate shall be entitled to five days paid compassionate leave.

34.3 The employer may grant additional paid or unpaid bereavement or compassionate leave where the employer considers the circumstances justify this.

34.4 The employer may approve paid or unpaid bereavement or compassionate leave for persons who are not members of the employee's immediate family or members of the employee's household who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, or dies, where it can be established that a significant relationship exists

34.5 Casual employees

(a) A casual employee will be entitled to take the same bereavement and compassionate leave periods as detailed in this clause but as unpaid leave.

(b) The employer must not fail to re-engage a casual employee because the employee access the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

34.6 The employer may require that an employee provide reasonable evidence of the illness, injury or death.

35. Community Service Leave

35.1 Participation in Eligible Community Service Activity

(a) An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of such absence.

(b) An employee is entitled be absent from their employment when engaging in an eligible community service activity provided the employee's absence is reasonable in all the circumstances.

(c) Subject to subclauses (d) and (e) an employee's fortnightly salary will not be affected while they are participating in an eligible community service activity.

(d) Any employee who receives payment in compensation for out of pocket expenses (including lost wages) as a result of providing volunteer assistance in an emergency situation whilst on paid Community Service Leave, must produce to the Employer documentation showing the amount the employee has received for compensation of loss of wages.

- (e) On production of the required documentation, the employee will receive their fortnightly gross wage minus the amount received in (d) above. All superannuation normally paid by the employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the employee had been at work.

35.2 Jury Service

An employee is entitled to a maximum of 10 days make-up pay if required to undertake jury service. Make-up pay is the difference between any jury service pay the employee receives (excluding any expense-related allowance) and the employee's base rate of pay for the ordinary hours they would have worked.

36. Parental Leave and Related Entitlements

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take maternity and paternity leave for an unbroken period of up to one week at the time of the birth of the child.

36.1 Use of Other Leave in Conjunction with Parental Leave

An employee may, in lieu of, or in conjunction with parental leave, complete a leave request to request accrued annual leave or long service leave entitlements, subject to business requirements.

36.2 Paid Government Parental Leave

All employees will have access to Parental Leave (birth related leave and adoption related leave) in accordance with the provisions contained in the National Employment Standards (NES) and Parental Leave entitlements as paid by the Australian Government.

36.3 Paternity Leave

An eligible employee will receive two weeks paid paternity leave on the basis that they provide to the employer at least ten weeks before each proposed period of paternity leave –

- (i) a certificate from a registered medical practitioner which names his partner, states that she is pregnant and the expected date of confinement, states the date on which the birth took place; and
- (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (iii) particulars of any period of maternity leave sought or taken by the employee; and
- (iv) may be required to provide a statutory declaration stating the above facts and that during the period of paternity leave they will not take paid employment with another employer.

Provided that the employee will not be in breach of this clause if the failure to give the required period of notice is due to the birth occurring earlier than expected, or other compelling circumstances.

36.4 No government scheme

In the event that legislation is enacted preventing an employee from receiving any paid parental leave from the Australian Government Scheme, in that event that fulltime and part time employees will be able to access parental leave paid by QVH as follows:

After 12 months continuous service an eligible female employee is entitled to be paid the following:

- (a) fourteen (14) weeks maternity leave at the relevant rate, or
- (b) twenty-eight (28) weeks at half pay.

Part time employees will be paid based on their pro-rata hours.

Where payment of Parental Leave is made by QVH the payments will be at the employees appropriate classification rate.

37. Salary Packaging and Salary Sacrifice

37.1 The rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program subject to the provision of this clause.

37.2 In the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in this Agreement.

37.3 The employer recommends that employees who are considering salary packaging seek independent financial advice. To facilitate this, the employer will provide the employee with a copy of any proposed agreement prior to the employee being required to sign such an agreement. The employer shall not be held responsible in any way for the cost or outcome of any financial advice.

37.4 Superannuation contributions, overtime and shift penalties, workers compensation payments, annual leave loading and wage increases under this Agreement will be calculated on the employee's pre-packaged rate of pay.

37.5 In the event that the employee ceases to be employed by the employer (including through redundancy) this agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in this Agreement. Any outstanding benefit still due under a Salary Packaging Agreement upon termination will be paid as cash wage benefit.

37.6 Where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employer and the employee must give two months' notice, except in circumstances in which an employee ceases to be employed by the employer.

37.7 By agreement with the employer an employee may also sacrifice an amount of their wage, and have that sacrificed amount contributed to a superannuation fund. Where applicable the provisions of this clause will apply to salary sacrifice arrangements.

38. National Criminal History Record Check

- (a) Operators of aged care services are required to ensure staff, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check.
- (b) The employer will pay the cost of renewal of Police Checks for employees required to undergo such checks.
- (c) New employees will be required to pay for their initial Police Check before commencing employment.

39. Payment of Annual Influenza Vaccination

The employer will make annual influenza vaccinations available to employees at the workplace at no cost. To clarify, the employer does not accept any liability for costs of vaccinations undertaken outside the workplace.

40. Mobile Phones

Employees who conduct home visits in either the Aged Care Sector or within the community setting whilst on duty will be provided with mobile phones if other communication devices are not available.

41. Professional Development and Study Leave

Without limiting its nature and extent professional development includes updating of professional skills, knowledge and techniques; award-bearing courses; agreed activities arising from the appraisal process; employer-initiated activities such as committees, seminars to introduce new developments, methodology, administrative and conceptual changes; and activities for individuals or groups of staff members which have been approved by the employer.

It must be evident that the activity will provide employees with skills/knowledge which will either:

- (a) enable them to better undertake their work; or
- (b) enhance their career prospects.

The parties agree that the establishment of professional development programs/activities shall be undertaken in consultation with employees occupying positions affected by these programs/activities.

Any valid costs associated with undertaking approved professional development will be reimbursed by the employer upon production of evidence of such expenditure.

Travel and accommodation costs incurred by an employee undertaking professional development in accordance with this clause, which exceed those normally incurred in travelling to and from work, will be reimbursed by the employer upon production of evidence of such expenditure.

The Queen Victoria Home Inc and their employees should agree on criteria for continuing professional development having regard to the cost, accessibility and availability of courses relevant to the needs of the workplace and the individual employee.

Training, Development and Career Opportunities

Processes will be implemented that will ensure all employees have regular opportunities to discuss their career plans and training needs with their supervisor/manager.

All employees will be provided with equitable access to training and education opportunities and, wherever possible, the training will be accredited training.

42. Notice Board

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

43. Managing Workloads

- 43.1 The level and skill mix of staff must enable the employer and staff to meet their duty of care responsibilities and achieve optimal health and quality of life outcomes for residents and clients.
- 43.2 The level and skill mix of staff should be regularly reviewed and adjusted according to the resident or client profile and any changing service variable, in consultation with affected staff.

- 43.3 The employer will ensure all staff are appropriately skilled to perform their duties through the provision of suitable training. Time during working hours for registered nurses to fulfil their preceptorship or special interest responsibilities should be provided in consultation with affected staff.

44. Future Negotiations

- 44.1 The employer agrees to commence negotiations with the union for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- 44.2 Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the agreement, the employer will negotiate in good faith with the union.
- 44.3 Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees.

SCHEDULE A – CLASSIFICATION DEFINITIONS

Nurse means a nurse registered as such with the Australian Health Practitioner Regulation Agency (AHPRA) under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.

Enrolled Nurse means an employee registered as a Health Practitioner by AHPRA as an enrolled nurse under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.

Registered Nurse means an employee registered as Health Practitioner by AHPRA as a Registered Nurse under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.

Registered Nurse – Level 1 means a registered nurse who is not otherwise classified under these definitions.

Registered Nurse – Level 2 means a registered nurse engaged as such and who-

- (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
- (b) has the ability and skills to provide guidance to Level 1 registered nurses; and
- (c) is employed in a care unit.

Registered Nurse – Community Health/Domiciliary means a registered nurse employed in this setting and who is not otherwise classified.

Registered Nurse – Level 3 means a registered nurse who is engaged as such, and may be engaged as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.

Registered Nurse – Level 3A means a registered nurse engaged as such who may be referred to as the after hours supervisor and is accountable for the overall provision of resident care and the management of resources.

Registered Nurse – Level 4 means a registered nurse who is engaged as such and may be referred to as Assistant Director of Nursing – Care, Assistant Director of Nursing – Management, or Assistant Director of Nursing – Staff Development.

- (a) An Assistant Director of Nursing – Clinical Care is responsible for the formulation, coordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of clinical care units.
- (b) An Assistant Director of Nursing – Management is responsible and accountable for management resources in an assigned number of management units.
- (c) An Assistant Director of Nursing – Staff Development is responsible for the coordination, development and evaluation of post-basic education courses approved by AHPRA or staff development programs.

SCHEDULE B – REMUNERATION LEVELS AND PAY RATES

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

Classification	Current Rate (1-Jul-2013)	FFPP on or after 1 Nov 2014 3.25%	FFPP on or after 1 July 2015 3.25%	FFPP on or after 1 July 2016 3.25%
ENROLLED NURSES	\$	\$	\$	\$
Level 1	48,814	50,400	52,038	53,729
Level 2	49,539	51,149	52,811	54,527
Level 3	50,495	52,136	53,830	55,579
REGISTERED NURSES				
RN Level 1				
2nd Year of Service	51,676	53,355	55,089	56,879
3rd Year of Service	54,059	55,816	57,630	59,503
4th Year of Service	56,443	58,277	60,171	62,127
5th Year of Service	58,826	60,738	62,712	64,750
6th Year of Service	61,212	63,201	65,255	67,376
7th Year of Service	63,594	65,661	67,795	69,998
8th Year of Service & thereafter	65,978	68,122	70,336	72,622
RN Level 2				
1st Year of Service	68,361	70,583	72,877	75,246
2nd Year of Service	69,951	72,224	74,571	76,995
3rd Year of Service	71,539	73,864	76,265	78,744
4th Year of Service & thereafter	73,131	75,508	77,962	80,496
RN Level 3				
1st Year of Service	76,110	78,584	81,138	83,775
2nd Year of Service	77,898	80,430	83,044	85,743
3rd Year of Service	79,685	82,275	84,949	87,710
4th Year of Service & thereafter	81,474	84,122	86,856	89,679
RN Level 4				
Grade 1 (0 - 60 beds)	91,008	93,966	97,020	100,173
Grade 2 (61 - 90 beds)	91,008	93,966	97,020	100,173
Grade 3 (91 - 120 beds)	91,008	93,966	97,020	100,173
Grade 4 (121 beds and above)	97,963	101,147	104,434	107,828
RN Level 5				
Grade 1 - Bed capacity 1-30	91,008	93,966	97,020	100,173
Grade 2 - Bed capacity 31 - 60	97,963	101,147	104,434	107,828
Grade 3 - Bed capacity 61 - 90	104,916	108,326	111,847	115,482
Grade 4 - Bed capacity 91-120	112,861	116,529	120,316	124,226

DECLARATION AND SIGNATURES

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

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

FOR THE EMPLOYER

This Agreement is signed by Ms Moira Lavery in her capacity as Chief Executive Officer of The Queen Victoria Home Inc.

As the Chief Executive Officer of The Queen Victoria Home Inc., Ms Moira Lavery has the authority to sign the Agreement on behalf of the employer.

Ms Moira Lavery
Chief Executive Officer
The Queen Victoria Home Inc.
13 Milford St., Lindisfarne
Date *7/15*

Moira Lavery
.....
3 March 2016
.....

Witnessed by (signature)

[Signature]
.....

Witness name in full

Linda Marie Poynter
.....


Witness address

10 Aqua Place
.....
Seven Mile Beach 7170
.....


FOR THE UNIONS

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

Neroli Ellis
Secretary
ANMF Tasmania
152 MACQUARIE ST HOBART TAS 7000
Date


.....
27 March 2016
.....

Witnessed by (signature)


.....

Witness name in full

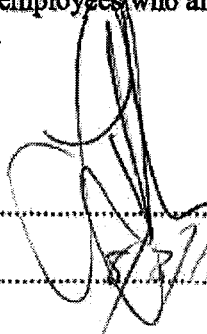
Jessica Louise Baldwin.....

Witness address

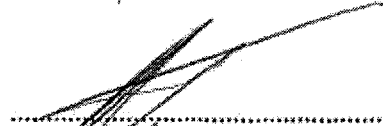
c/- 182 Macquarie Street
Hobart Tas 7000
.....

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

Tim Jacobson
Secretary
Health Services Union, Tasmania Branch
11 CLARE ST. NEW TOWN TAS 7008
Date


.....
27/3/16
.....

Witnessed by (signature)


.....

Witness name in full

James Edington.....

Witness address

11 CLARE ST
NEW TOWN TAS 7008
.....

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (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.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise 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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.