



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aged Care Deloraine Inc.
(AG2016/2835)

AGED CARE DELORAINES INC. ENTERPRISE AGREEMENT 2015

Tasmania

COMMISSIONER LEE

HOBART, 31 MAY 2016

Application for approval of the Aged Care Deloraine Inc. Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Aged Care Deloraine Inc. Enterprise 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 Aged Care Deloraine 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] The Australian Nursing and Midwifery Federation and the Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 June 2016. The nominal expiry date of the Agreement is 30 June 2017.



COMMISSIONER

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AGED CARE DELORAINE INC.

ENTERPRISE AGREEMENT

2015

1. NAME OF AGREEMENT

This agreement shall be known as the Aged Care Deloraine Inc. Enterprise Agreement 2015.

2. ARRANGEMENT

<u>Clause</u>	<u>Clause No</u>	<u>Page No</u>
Name of Agreement	1	2
Arrangement	2	2
Parties to the Agreement	3	3
Relationship to Awards	4	3
Date and Period of Operation	5	3
Flexibility Clause	6	4
Consultation clause	7	5
Dispute resolution procedure	8	8
Employment categories	9	9
Termination of employment	10	11
Redundancy	11	12
Representational Rights	12	16
Classifications	13	17
Wages	14	31
Wage Increases	15	31
Higher Duties	16	32
Workload Management Tool	17	32
Allowances and Other Matters	18	32
Payment of wages	19	34
Supported Wage System	20	35
Superannuation	21	40
Salary packaging	22	41
Hours of work	23	43
Shiftwork and Saturday and Sunday work	24	44
Roster Rules	25	44
Overtime	26	46
Breaks	27	48
Annual leave	28	49
Public Holidays	29	51
Personal/carer's leave	30	52
Compassionate leave	31	57
Long service leave	32	59
Parental leave	33	59
Community Service Leave	34	60
Voluntary Emergency Management Activity	35	60
Jury Service	36	61
Worksite Locations	37	61
Signatories	38	62

Schedule 1 – Wages	64
Schedule 2 – Allowances	66

3. PARTIES TO THE AGREEMENT

The parties to this agreement are as follows:

- (a) Aged Care Deloraine Inc. ('the employer'),
- (b) The Health Services Union, Tasmania Branch;
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch
- (d) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

4. RELATIONSHIP TO AWARDS

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

Refer to all conditions of employment of persons employed by the employer;

And

Deal with and prevail over all matters in the Aged Care Award 2010 and the Nurses Award 2010 or any other awards that may be deemed to cover and apply to the employees except for this agreement.

5. DATE AND PERIOD OF OPERATION

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

The Agreement has a nominal expiry date of 30 June 2017 and shall remain in operation until at least that date, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.

6. FLEXIBILITY CLAUSE

(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.

7. CONSULTATION CLAUSE

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

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

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

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

8. DISPUTE RESOLUTION PROCEDURE

(a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4)) or a workplace right as defined in the Fair Work Act 2009 subsection 341(1), 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.

If the matter arising under this agreement, or a dispute in relation to the NES or a workplace right is unable to be resolved at the workplace, and all appropriate steps under (a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

(b) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

- (c) An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (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, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- (f) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

9. EMPLOYMENT CATEGORIES

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) Full-time;
 - (ii) Part-time; or
 - (iii) Casual.

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

- (b) Full-time employees

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week over a 76 hour two week period.

- (c) Part-time employees

- 1. A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.

- ii. Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- iii. Any agreed variation to the hours of work will be in writing.
- iv. The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- v. Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.
- vi. Review of part-time hours
 - I. Where an employee is regularly working more than their guaranteed contracted hours the employee may request to have their hours reviewed annually.
 - II. The hours worked in the following circumstances will not be incorporated in any adjustment:
 - (i) If the increase in hours is as a direct result of an employee being absent on leave, for example, annual leave, long service leave, parental 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 client.
 - III. If a review establishes a consistent pattern of greater hours is being worked, and it is operationally viable, the employer will offer the employee those additional hours as part of their guaranteed minimum number of hours.
 - IV. Any adjusted guaranteed minimum number of hours resulting from an annual review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
 - v. Part-time employees are to receive a minimum payment of four hours for each engagement.

(d) Casual employees

- (i) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including an average of 38 ordinary hours per week. The work pattern will be irregular and unpredictable.

- (ii) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time and part-time employees.
- (iii) Casual employees must be paid the applicable penalty and shift rates that apply to fulltime employees for working, afternoons, nights, Saturday and Sunday such penalties will be in addition to the casual loading, by adding the results as separate calculations, rather than compounding the effect of the loadings.

EG: (base rate X 25% loading) + (base rate X 50% penalty) = applicable hourly rate

This example has the same result as base rate X 75%.

However; the calculation is not base rate X 25% X 50%, as this would compound the two penalties.

- (iv) The minimum engagement for a casual employee is two hours.
- (v) Casual Conversion
 - (a) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment at any time after 26 weeks. The conversion will be granted unless compelling reasons exist not to.
 - (b) The new 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.
 - (c) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

10. TERMINATION OF EMPLOYMENT

- (a) Notice of termination or payment in lieu is provided for in the NES.

Employee's period of continuous service with the employer	Period of notice
Not more than 1 year	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

The required period of notice for the employer is to be increased by one (1) week if the employee is over forty five (45) years old; and has completed at least two (2) years of service with the employer.

(b) Notice of termination by an employee

The notice of termination required to be given by an employee is two weeks however an employee whose continuous service is less than 1 year is to give 1 week notice. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee provided no withholding or deduction of monies payable will occur without the employee first providing written authorisation.

11. REDUNDANCY

Redundancy does not apply to any employee employed for a specified period of time or to a casual that is not employed as a regular and systematic casual.

(a) Requirement to Consult

For the purpose of this clause redundancy includes a situation where the employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees, or to decrease an employee's ordinary hours of work thus causing a reduction to the employee's income.

Where the employer believes that it may be necessary to implement a redundancy, the employer is to immediately notify the affected employee(s) and commence a process of consultation.

(b) Redeployment and Retraining

If a redundancy is likely to occur –

- (i) the employer will actively explore all internal redeployment opportunities for employees surplus to requirements;

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

(c) Notice of Redundancy

The employer is to provide as much notice as is reasonably practicable of an intended redundancy.

The minimum period of notice to be given to an employee affected by a redundancy is –

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

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

(d) Voluntary Redundancy

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

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

- (ii) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the organisation.

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

(e) Redundancy Package

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

(i) Voluntary Redundancies

- (1) notice as specified in this clause, or payment in lieu of that notice; and
- (2) two weeks' pay for each completed year of service and pro rata for an uncompleted year provided however that where this results in less than the NES the NES will amount will prevail; and
- (3) payment for all accrued annual leave including leave loading.

(ii) Involuntary Redundancies

- (1) notice as specified in this clause, or payment in lieu of that notice; and;
- (2) two weeks' pay for each completed year of service and pro rata for an uncompleted year provided however that where this results in less than the NES the NES will amount will prevail ; and
- (3) payment for all accrued annual leave including leave loading; and
- (4) payment of pro rata long service leave for employees with more than five years continuous service.

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

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

(f) Partial Redundancy Package for Changed Or Decreased Hours

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

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

(g) Definition

For the purposes of this clause a week's pay means the relevant rate, and any loadings and all-purpose on going allowances to which the employee is normally entitled.

(h) Paid Time off to Seek Alternative Employment

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

(i) Financial Counseling

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

(j) Details of Redundancy Package to be provided

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

(k) Notifying Redundant Employees of New Vacancies

In the event that a position becomes available in the employer's establishment, the employer is to take reasonable steps to notify employees

made redundant by the employer of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

12 REPRESENTATIONAL RIGHTS

- (a) It is recognised that union delegates or elected workplace representatives, with approval of the Union will participate in the following duties free from any discrimination in their employment when it is required to do so:
- represent the interests of members to the employer;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - participate in the operation of the Union which includes representing members on workplace issues;
 - represent members on any relevant consultative committee at the workplace.
 - attend union education;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - 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;
 - attend union annual Delegates Conference
- (b) 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.
- (c) 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.
- (d) 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 subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

- (f) Each employee on paid leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for leave.
- (i) 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.
- (j) 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.

13. CLASSIFICATIONS

13.1 Aged Care 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 tasks performed at this level are:

General and administrative services	Food services
General clerk	Food services assistant
Laundry hand	
Cleaner	
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 years' service)	Food services assistant	Personal care worker grade 1
Laundry hand		
Cleaner		
Gardener (non-trade)		
Maintenance/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 (second and subsequent years of service)	Cook	Personal care worker grade 2
Receptionist		Recreational/Lifestyle activities officer (unqualified)
Pay clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		

Aged care employee—level 4

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Senior clerk	Senior cook (trade)	Personal care worker grade 3
Senior receptionist		
Maintenance/Handyperson (qualified)		
Driver (3 ton and over)		
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	Personal care worker grade 4

Aged care employee—level 6

An employee at this level:

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

- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

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

Aged care employee—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

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

13.2 Student enrolled nurse

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

13.3 Enrolled nurses

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:
 - 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
 - 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 a state/territory nurses registration board; and
 - 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**
 - The employee has limited or no practical experience of current situations; and
 - The employee exercises limited discretionary judgment, 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:
 - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and 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:

- 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
- 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:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social 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:

- medication endorsement obtained, to be able to administer medication to patients, within the defined Scope of Practice of the Enrolled Nurse, and
- 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
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/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:
- medication endorsement obtained, to be able to administer medication to patients, within the defined Scope of Practice of the Enrolled Nurse, and
 - 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
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

13.4 Registered nurses

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:
 - delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - accepting accountability for the employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

Registered nurse—level 2 (RN2)

- a) An employee at this level:
 - (i) holds any other qualification required for working in the employee'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 detailed in this 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.

Duties of a **Clinical nurse** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse—level 3 (RN3)

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

An employee at this level may also be known as a Clinical nurse consultant, 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 patient 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 including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/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 patients 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 of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(ii) Duties of a **Nurse manager** 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 educator, 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;
- Implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- 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 employee'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 detailed in this subclause on a continuing basis.

An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

- 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 facility 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 including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- 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 and health unit policy for the purpose of facilitating the provision of 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 patient 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 employee's 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 of, and providing leadership, coordination and support to, a specified group of Nurse managers;

- 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 conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's 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 and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, 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 employee'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 detailed in this subclause on a continuing basis.

An employee at this level may also be known as a 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 facility 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 for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of 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 Directors of the health unit;
 - 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 the nursing division of the health unit;
 - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

14 WAGES

Schedule 1 attached to this EA displays the wage rate for each classification from the first full pay period on or after 1 July 2015.

15. WAGE INCREASES

All employees covered by this Agreement will receive a wage increase of:

- (a) 2.5 % in the first full pay period on or after 1 July 2015.
- (b) 2 % in the first full pay period on or after 1 July 2016.

The employer notes that if an agreement rate is less than the award rate for a classification, the award rate will apply. The employer will review award rates from 1 July 2016 to ensure that employees are paid the correct rate.

16. HIGHER DUTIES

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

- the time so worked for two hours or less; or
- a full day or shift where the time so worked exceeds two hours.

17. WORKLOAD MANAGEMENT TOOL

Should any employee feel the workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with their Manager or raise the matter through the current mechanisms for reporting of workload. If appropriate action is not taken to address the workload issues, the Employee may utilise the dispute resolution procedure of this Agreement.

Where a vacancy arises in the Employer's staffing or where a change to either resident needs or numbers occurs, the Employer will consider staffing requirements based on factors including but not limited to the assessed needs of residents.

18. ALLOWANCES AND OTHER MATTERS

(a) Foul and nauseous linen

On occasion when Laundry staff are required to handle nauseous linen (no bags) or perform work which is of an unusually dirty or offensive nature, the affected staff members shall be paid an amount as per Schedule 2.

(b) In Charge

An allowance per hour for all Level 1 and Level 2 Registered Nurses who are allocated and mutually agree to undertake In Charge responsibilities of their facility as per Schedule 2.

(c) Meal allowance

An employee required to work for more than two additional hours without being notified on the previous day or earlier that they will be required to work overtime, will either be supplied with a meal by the employer or paid as per Schedule 2.

- (i) Provided that where such overtime work exceeds four hours a further meal allowance will be paid as per Schedule 2.

(d) Police Checks

Where the employer requires the employee, whether as a result of a legislative requirement or not, to have a Police Check, the employer will cover the cost that would otherwise be incurred by the employee. This provision only applies to employees and does not apply to the requirement for a pre-employment Police Check for potential employees.

Where the employer is in the possession of an employee Police Check, that Police Check will not be provided to any third party without the employee's express and written permission. Where it is a requirement that the Police Check information cannot be shared with any other party for commercial or other reasons, then even with the written permission of the employee the Police Check information will not be disclosed to a third party.

(e) Uniforms

Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms. Employees will have a choice of uniform items and these will be replaced on a fair wear and tear basis.

Employees must return provided uniforms to the employer upon cessation of employment.

(f) Training

- (i) Each employee shall be entitled to up to three days paid leave to attend approved study leave or professional development training that is deemed relevant to the employment and development needs of the employee. The approval of such training is at the discretion of the employer, however all parties to this agreement will actively encourage and facilitate professional development, particularly in relation to supporting Registered and Enrolled nurses maintaining registration with AHPRA.
- (ii) Employees must attend compulsory training including fire and emergency training, OHS training and manual handling training or any other training as may be required by regulatory bodies.

Employees required to attend compulsory training shall be paid at the base rate of pay for the period of training. Paid compulsory training shall not be counted as time worked for the purposes of calculating overtime or shift penalties in the agreement.

(g) Increases to allowances

Allowances will be increased at the same percentage and at the same time as the percentage that will apply to the increases to wage rates during the life of this Agreement as per Schedule 2.

(h) Buddy Allowance

An employee who is required by the employer to act as a buddy for a new employee or a student will receive a buddy allowance of \$2 per hour.

To be a buddy, employees would need to have completed the New and Emerging Leadership program.

The New and Emerging Leaders Program will be commencing in 2016.

19. PAYMENT OF WAGES

- (a) Wages are to be paid fortnightly and not later than Thursday of the week of payment.

When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.

The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.

- (b) Method of payment

Wages must be paid by electronic funds transfer or some other method agreed by the employer into the bank or financial institutional account nominated by the employee.

The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.

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

Where authorised by an employee in writing, the employer is to make deductions from the employee's wages in respect of medical benefits and deductions in respect of superannuation and salary packaging.

(c) Late payment of wages

Except in circumstances beyond the control of the employer, and subject to (d) below, an employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid the appropriate overtime rate after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.

Payment at the appropriate overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

(d) Agreed alternative arrangements - no waiting time payment to apply

The provisions for payment of waiting time of 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.

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 in late payment of wages above until such time as the employee's wages are paid.

(e) Termination

When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other moneys owing to an employee will be made to the employee by no later than the next immediate pay day following the last day of work

20. SUPPORTED WAGE SYSTEM

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.

(a) Definitions

For the purposes of this clause:

(i) Accredited Assessor

Accredited 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.

(ii) Assessment instrument

Assessment instrument means the form 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.

(iii) Disability Support Pension

Disability Support Pension means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided:

- (1) Under the *Social Security Act 1991*, as amended from time to time, or
- (2) Any successor to that scheme.

(iv) Supported Wage System

Supported Wage System means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

(b) Eligibility Criteria

An employer may engage employees at a supported wage rate who:

- (i) Meet the impairment criteria for receipt of a Disability Support Pension; and
- (ii) Are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged because of their disability.

(c) Workers Compensation Excluded

This clause does not apply to any existing employee who has a claim against the employer which is:

- (i) Subject to the provisions of workers' compensation legislation; or
- (ii) Any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

(d) Supported Employment Services Excluded

This clause does not apply to employers - in respect of their facility, programme, undertaking, service or the like - which:

- (i) Receives funding under the *Disability Services Act 1986*; and
- (ii) Fulfills the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension.

However, the clause does apply to an organisation which has received recognition under Section 10 or under Section 12A of the *Disability Services Act 1986*. If a part only has received recognition, then this clause applies to that part.

(e) Supported Wage Rates

Employees to whom this section applies must be paid according to the schedule below. The relevant percentage is applied to the minimum rate of pay for the class of work, which the person is performing. However, no employee must be paid less than \$80.00 per week or as adjusted by FWA each year.

Assessed Capacity (see sub clause (f))	% of Relevant Agreement Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(f) Assessment of Capacity

The percentage of the Agreement rate to be paid to a supported wage employee under this Agreement is established by assessing the productive capacity of the employee. Assessments must be made in accordance with the Supported Wage system and documented in an assessment instrument by either:

- (i) The employer and a union party to the Agreement, in consultation with the employee or if desired by any of these:
- (ii) The employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(g) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause must be lodged by the employer with the Fair Work Commission. This includes the appropriate percentage of the Agreement wage to be paid to the employee.
- (ii) All assessment instruments must be agreed and signed by the parties to the assessment.
- (iii) Where a union is party to the Agreement and is not a party to the assessment:
 - (1) The assessment instrument must be referred by the Fair Work Commission to the union by certified mail;
 - (2) The assessment instrument will take effect unless an objection is notified by the union to the Fair Work Commission within 10 working days.

(h) Review of Assessment

The assessment of the applicable percentage must be reviewed:

- (i) Annually; or
- (ii) Earlier on the basis of a reasonable request for such a review.

The process of review shall be in accordance with the procedures for assessing capacity under this clause.

(i) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage applies to the wage rate only. Employees covered by the supported wage provisions of this section are entitled to the same terms and conditions of employment as all other workers covered by this Agreement who are paid on a pro rata basis.

(j) Workplace Adjustment

An employer wishing to employ a person under the provisions of this section 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 organisation in consultation with other workers in the area.

(k) Trial Period

(i) 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 clause for a trial period. The trial period must not exceed 12 weeks. In some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(ii) During the trial period:

(1) The assessment of capacity must be undertaken; and

(2) The proposed wage rate for a continuing employment relationship must be determined in accordance with the procedures in this clause.

(i) The employee must not be paid:

(3) Less than \$80.00 per week during the trial; or

(4) Such greater amount as is agreed from time to time between the parties.

(iii) Work trials should include induction or training as appropriate to the job being trialed.

(iii) Following the completion of the trial period the employer and employee may wish to establish a continuing employment relationship. When this happens a further contract of employment must be entered into based on the outcome of the assessment of capacity.

21 SUPERANNUATION

(a) Superannuation legislation

- (i) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
- (ii) The rights and obligations in this clause supplement those in superannuation legislation.

(b) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as required by the superannuation guarantee charge under superannuation legislation with respect to that employee.

- (c) The employer must pay to the relevant superannuation fund the amount specified in subclause (b) no later than 28 days after the end of each month.

(d) Voluntary employee contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
- (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
- (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no

later than 28 days after the end of the month in which the authorised deduction was made.

(e) Superannuation fund

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

22. SALARY PACKAGING

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation.
- (b) By agreement with the employer, employee's covered by this Agreement who elect in writing to do so, may convert a proportion of their base salary, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
 - (i) Overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee participating in salary packaging under the terms of this Agreement;
 - (ii) Non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
 - (iii) If during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee may immediately cease (without penalty) the salary packaging agreement until such time as the employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
 - (iv) In the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at

the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;

- (v) Superannuation payments required to be paid under the superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)* as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - (vi) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - (vii) Employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (d) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (e) The employer further agrees that in the promotion and implementation of salary packaging to employees the following applies:
- (i) That there is no compulsion for any employee to participate in salary packaging;
 - (ii) That all employment conditions, other than salary packaging as provided for in this agreement, will continue to apply;
 - (iii) That the structure of any agreed package complies with taxation and other relevant laws;
 - (iv) 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;
 - (v) Of the right of the employee to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the

employee must be provided with a printout of the relevant information;

- (vi) That where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;
 - (vii) That where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the employee must give one months notice and the employer must give three months notice, unless changes are mutually agreed or except in circumstances in which an employee ceases to be employed by the employer;
 - (viii) That in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employee's wages will revert to their respective Agreement rate of pay.
- (f) Where an employee over commits salary packaging arrangements the employer is entitled to adjust the arrangements after consultation with the employee, or invoice the employee for any fringe benefits tax that may flow as a result of such mismanagement.

23. HOURS OF WORK

- (a) The ordinary hours of work for employees (other than shiftworkers) are between the hours of 6.00am and 6.00pm, Monday to Friday. Work performed outside of the ordinary hours is paid as overtime (other than for shiftworkers).
- (b) Shiftworkers are employees required to work on a roster outside the spread of hours as described in subclause (a) above, however excludes work performed outside of hours that is paid as overtime.
- (c) The ordinary hours of work for employees will be an average of 38 hours per week, worked over 76 hours per two week period, and will be worked up to 8 hours on a day shift and 9 hours on a night shift.
- (d) Employees (other than a shift worker) employed to work outside the spread of hours will be paid at the applicable overtime rates.

24. SHIFTWORK and SATURDAY and SUNDAY WORK

- (a) Employees working afternoon or night shift will be paid the following percentages in addition to the applicable base rate for such shift:
- (i) Afternoon shift – Rostered to work outside of ordinary hours (6 am-6 pm) and not fitting the definition of night shift – shifts finishing after 6pm and before 11pm – **15%** shift loading
 - (ii) Night shift – Rostered to work some or all hours between 11pm and 6am – **20%** shift loading.

- (b) An employee entitled to a shift allowance under this clause will be paid the shift allowance for the entire shift.

- (c) Saturday work – 150%

Employees, for working ordinary hours on a Saturday, will be paid at the rate of time and one half of the employees base rate for all hours worked on that day, however, the rates are in substitution for and not cumulative upon any other shift penalty.

- (d) Sunday work – 200%

Employees, for working ordinary hours, on a Sunday, will be paid at the rate of double time of the employees base rate for all hours worked on that day, however the rates are in substitution for and not cumulative upon any other shift penalty.

25. ROSTER RULES

- (a) The roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work. The roster will be based on a minimum 28 day cycle and will be displayed at least two weeks prior to the commencing date of the first working period in any roster, provided it is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (b) Rostered employees, other than a casual employee, will be entitled to eight full days free from work in each 28 day cycle. Rostered employees will be free from duty for not less than two full days in each week, in every 14 days, 2 days off will be consecutive, unless by mutual agreement.

- (c) Not roster any employee to work for more than eight shifts in any nine consecutive days, unless by mutual agreement.;
- (d) There will be at least 9 hours between the completion of a shift and the commencement of another shift for any employee except a casual, unless by mutual agreement between the employer and employee this time is agreed to be 8 hours on any individual occasion.
- (e) Paid 30 minute meal break for any rostered shift with a duration of 5 hours or greater.
- (f) Broken shifts are by mutual agreement between the employer and the employee only; payment is for the time worked only, and shift penalties will apply for the entire broken shift where hours worked are outside the span of hours. The shift penalties will be determined by the finishing time of the shift. Where the spread of hours for a broken shift exceeds 12 hours, those hours above 12 will attract overtime.

An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days unless by mutual agreement.

(g) **Handover**

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

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

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

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

Changes to rosters

- (a) Unless mutually agreed, 14 days' notice will be given by the employer of a change in a roster. Where there is no mutual agreement then, the relevant overtime rate will be payable. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency or for any other reason beyond the employer's control.

- (b) Mutually agreed includes changes to the roster of a part-time employee where there is agreement to work extra additional hours.
- (c) Requests for changes from an employee need to be in writing stating the reasons for the requested change.

26. OVERTIME

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

For the purposes of this clause overtime means:

- (a) Overtime for a day worker means an employee that:
 - (i) works in excess of 9 hours per day; or
 - (ii) works in excess of 76 hours per fortnight; or
 - (ii) works outside Monday to Friday, 6 am to 6 pm
- (b) Overtime for a shiftworker is for hours worked in excess of;
 - 8 in any day or afternoon shift or 9 in a night shift; or
 - 76 in each 14 day rostered pay period.

All authorised overtime will be paid at the rate of double time of the applicable base rate.

Additional Overtime payments for Part Time Employees

In addition to the overtime definitions applying to full time employees, for part-time employees, all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under clause 9(c)(iii) of this agreement, will be overtime and paid at the overtime rates identified in this agreement.

All time worked by a part-time or casual employee in excess of 76 per fortnight will be considered as overtime and paid at overtime rates.

Overtime rates under this clause will be in substitution for, and not in addition to, the shift penalties prescribed in this Agreement.

- (c) Overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.
- (d) The allowances provided for in this Agreement other than higher duties allowance, must not be taken into consideration in the calculation of overtime and other penalty rates in this agreement.

(e) Rest break during overtime

- (i) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (ii) The meals referred to in this clause will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in this Agreement will be paid to the employee concerned.

(f) Rest period after overtime

An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 8 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(g) Time off instead of payment for overtime

By mutual agreement, a full time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (i) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.
- (ii) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

(h) Remote call

- (i) An employee who is required to remain on 'remote call' (that is on call for duty and allowed to leave the workplace) will be paid for each hour they are required to be on remote call, with a minimum payment per day for each Monday to Friday, Saturday, or Sunday or public holiday as per Schedule 2.
- (ii) Where an employee on remote call is recalled to work at the workplace they will be paid in accordance with the applicable overtime rates. This will be in addition to the remote call payment entitlement described above.

(j) Recalled

An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid at the relevant overtime rate, as follows:

- (i) for the first recall a minimum payment of four hours is to be paid at double time
- (ii) for any subsequent recall a minimum payment of three hours is to be paid at double time.
- (iii) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (iv) 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. BREAKS

(a) Meal breaks

Each employee who works in excess of five hours will be entitled to a paid meal break of 30 minutes, to be taken at a mutually agreed time after commencing work.

(b) Tea breaks

- (i) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.

- (ii) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (iii) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- (iv) Tea breaks will count as time worked.

28. ANNUAL LEAVE

This clause applies to employees, other than casual employees.

(a) Entitlement to annual leave

- (i) For each year of service with the employer including the period of annual leave, an employee is entitled to 4 weeks of paid leave.

- (ii) Additional leave

An employee is entitled to an additional week of annual leave if:

- (A) the employee is regularly rostered to work their ordinary hours outside the span of hours prescribed by clause 23(a); and/or
- (B) the employee works for more than four ordinary hours or 10 or more weekends.

Employees with at least 12 months continuous service that are engaged for part of a 12 monthly period on a roster, that includes work on Weekends, will have a pro-rata entitlement of 1 additional day for each 4 Weeks worked, added to their annual leave to a maximum of 5 days per annum.

- (iii) The entitlement to additional leave is based on the employee's average ordinary hours per week and day.
To avoid any doubt, 38 hours per week or 7.6 hours per day, for a full time employee, or such lesser hours as the average weekly hours (over 12 month period) for a part time employee.
- (iv) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (v) If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave including annual leave loading up to the time when the employment ends.

(b) Taking paid annual leave

An employee is entitled to take an amount of annual leave during a particular period if:

- (i) at least that amount of annual leave is credited to the employee; and
- (ii) the employer has authorised the employee to take the annual leave during that period.
- (iii) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- (iv) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- (v) Generally annual leave will be taken in blocks of not less than 1 week (5 days), however requests for less than a weeks' leave including single days will be considered and generally granted unless it is not reasonably practical to do so.
- (vi) Employee not taken to be on annual leave at certain times

If the period during which an employee takes paid leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

(c) Payment for annual leave

- (i) If, in accordance with this clause, an employee takes a period of paid annual 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.
- (ii) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

(d) Annual Leave Loading

- (i) In addition to their base rate of pay, an employee other than a shift worker will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

- (ii) Shift workers, in addition to their base rate of pay, will be paid the higher of:
 - a. Annual leave loading of 17.5% of their base rate of pay; or
 - b. The weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(e) Payment in Lieu Annual Leave

Payment in lieu of Annual Leave may only be made as allowed by the NES, meaning:

- (i) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.
- (ii) The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (iii) The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

29. PUBLIC HOLIDAYS

- (a) All employees (other than casuals) are entitled to the following holidays with pay:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day; and any other day prescribed by the Tasmanian Statutory Holidays Act 2000 as amended.

- (b) Payment for the holidays with pay 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 who is entitled to a holiday with pay and is required to work on any of the holiday, either for part or the whole of the day they will be paid as follows:
 - (i) Non-shift worker
In the case of a non-shift worker who works their ordinary hours Monday to Friday between the hours of 6.00 am and 6.00 pm – double time and a half.
 - (ii) Shift worker

In the case of a shift worker who works rostered hours on a public holiday – double time and a half.

A shift worker who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

Payments under this subclause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(iii) Casual

A casual employee will be paid only for those public holidays they work at the rate of double and half time for hours worked.

Payments under this subclause are instead of and replace any casual loading otherwise payable under this Agreement.
Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

30. PERSONAL/CARER'S LEAVE

For the purposes of defining the definition of immediate family for use in this agreement, the definitions contained in the NES apply. The following are members of an employee's immediate family:

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

A spouse includes a former spouse.

A de facto partner of a national system employee:

- (i) 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
- (ii) includes a former de facto partner of the employee.

Meaning of child of a person

(1) A *child* of a person includes:

(a) someone who is a child of the person within the meaning of the *Family Law Act 1975*; and

(b) an adopted child or step-child of the person.

It does not matter whether the child is an adult.

(2) If, under this section, one person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person.

Note: For example, for the purpose of leave entitlements in relation to immediate family under Division 7 of Part 2-2 (which deals with personal/carer's leave and compassionate leave):

(a) the other person is the parent of the child, and so is a member of the child's immediate family; and

(b) the child, and any other children, of the other person are siblings, and so are members of each other's immediate family.

(a) Paid Personal/Carer's Leave

This clause applies to employees, other than Casual employees.

(i) Entitlement to paid personal/carer's leave:

(a) Subject to subclause (b) below, for each year of service with the employer the employee is entitled to 10 days of paid personal/carer's leave.

(b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.

(c) Personal/carer's leave accumulates from year to year without limitation with the exception of the additional 10 days' sick leave for infectious diseases.

(ii) Taking paid personal/carer's leave
An employee may take paid personal/carer's leave if the leave is taken:

(a) because the employee is unfit 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 immediate family, or a member of the employee's household, who requires care or support because of:

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

(iii) The notice and evidence requirements of clause (c) below must be complied with.

(iv) Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

(v) Payment for paid personal/carer's leave

If, in accordance with this clause, 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.

(vi) Additional sick leave

(a) In addition to 10 days paid personal leave each employee is entitled to an additional 10 days per annum (pro-rata part time employee) that is not cumulative yearly, for the purpose of using for sickness which could reasonably be attributed to be attained in the course of employment.

(b) Each year commencing from the day of commencement of this agreement and then on each anniversary during the life of this agreement, every employee (excluding casuals) will accrue separate to personal leave an additional 10 days for

the following period of 12 months only. To avoid doubt at the end of the 12 month period any unused additional sick leave that has not been used will expire, to be replaced with a new accrual which commences from day one of the anniversary date of the commencement of this agreement.

- (c) This additional sick leave is to be used instead of personal leave for personal sickness where it is agreed between the employer and the employee that the sickness is a communicable and contagious sickness that could reasonably have been caught during the course of the employee conducting tasks directly associated with employment. Any transmittable sickness which a reasonable person would conclude could more likely than not, have been acquired at work, would fit into this category.
- (d) Accrued additional sick leave may be used before personal leave for those sicknesses that fit this category.
- (e) This additional leave clause is in no way an admission that the employee did catch the sickness during the course of their work and is not intended to replace or supplement any workers compensation claim under workers compensation legislation current at any time during the life of this agreement.
- (f) Additionally, if the employee is directed by the employer to remain at home after a specific illness, however the employee has received a clearance to return to work from their GP, additional sick accrual will be used to ensure that the employee suffers no loss of remuneration or cumulative personal leave accrual.
- (g) An employee claiming additional sick leave as opposed to Personal Leave, is required to provide evidence of such claim when requested by the employer. Evidence can include presenting either a medical certificate clearly identifying the transmittable/contagious sickness or producing a signed statutory declaration of same, or other such evidence that the employer is satisfied with.

(b) Unpaid Carer's Leave

(i) Entitlement to unpaid carer's leave

In addition to paid carer's leave as described in subclause (a), an employee is entitled to a further 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

(ii) Taking unpaid carer's leave

- (a) Subject to subclause (b) below, an employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as mentioned in clause (i) above.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - a single continuous period of up to 2 days; or
 - any separate periods to which the employer and employee agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- (d) The notice and evidence requirements of clause (c) below must be complied with.

(c) Notice and Evidence Requirements

(i) Notice

- (a) An employee must give to his or her employer notice of the taking of leave under this Clause by the employee.
- (b) The notice:
 - must be given to the employer as soon as reasonably 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.

(ii) Evidence

An employee who has given the employer notice of the taking of leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:

- (a) if it is paid personal/carer's leave – the leave is taken for a reason specified in subclause (a)(ii) above; or
- (b) if it is unpaid carer's leave – the leave is taken for a permissible occasion in circumstances specified in subclause (b)(i).
- (c) Notwithstanding this subclause (ii), five days per year, in periods of up to two consecutive days, shall be accessible without the onus of proof on the employee.
- (d) Certification from a medical practitioner or statutory declaration will be acceptable as proof of illness or injury.

(iii) Compliance

An employee is not entitled to take leave under this clause unless the employee complies with this subclause (c).

31 COMPASSIONATE LEAVE

Compassionate leave is as provided for under NES.

For the purposes of this clause, the following are members of an employee's immediate family:

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

(a) **Compassionate Leave**

Employees, other than a casual employee, will be entitled to two days paid compassionate leave when an immediate family member or member of an employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies . (In the case of death, there is an additional day of paid leave under the bereavement leave sub clause (b)(i) below)

The leave can be taken in two (2) consecutive days, two (2) single days or any separate periods if the employer and employee agree.

Additional leave may be granted at the discretion of the employer.

Proof of illness, injury or death, in the form of a medical certificate, death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer when requested.

(b) Bereavement Leave

- (i) Employees, other than a casual employee on the death of an immediate family member or member of the employee's household be entitled to leave without deduction of pay not exceeding the number of ordinary hours worked by the employee in three (3) ordinary days, provided that no payment shall be made in respect to that employee's rostered days off. This leave is in lieu of compassionate leave and not additional to the two (2) days of compassionate leave.
- (ii) Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer when requested, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

(c) Payment for Compassionate/Bereavement Leave

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate 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.

For casual employees, compassionate and bereavement leave is unpaid leave.

(d) Other Compassionate/Bereavement Leave

An employee may take unpaid bereavement or compassionate leave by agreement with the employer. This additional leave may also include paid personal leave or annual leave or other arrangement as agreed on a case by case basis between the employee and employer.

32 LONG SERVICE LEAVE

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act Tasmania 1976 (as amended), with the exception that employees shall be able to access accrued leave after 10 years of continuous service rather than 15 years on a pro-rata basis of 8.6666 weeks.

This will also apply to payment of pro-rata leave entitlement to any employee who resigns after 10 years of service.

33 PARENTAL LEAVE

1. In accordance with the National Employment Standards (NES)

Employees in this part who have been employed for 12 months may be eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements of the *Fair Work Act 2009*).

A copy of the relevant section of the Act is available from the employer on request.

In parallel to unpaid entitlements available under the NES, the employee has some paid parental leave entitlements. An employee must be eligible under the Fair Work Act 2009 for unpaid parental leave to be eligible for paid parental leave under this agreement. All other conditions and requirements are as per the relevant sections of Act, and the NES that applies to parental leave.

2. Paid Maternity and Paid Paternity Leave

- (a) An eligible pregnant employee on maternity leave will be entitled to 14 weeks paid maternity leave, commencing from the date of the commencement of the maternity leave period at base rate of pay.
- (b) An eligible non-birth partner (eligible for birth related concurrent leave under the Fair Work Act 2009) is entitled to 1 week paid parental leave, commencing at the time of the birth of the child.

- (c) Paid leave described herein is in addition to any parental leave paid pursuant to a government act.

34 COMMUNITY SERVICE LEAVE

General

Community Service Leave is as per the NES, summarised in this clause.

Each of the following is an ***eligible community service activity***:

- (a) jury service (including attendance for jury selection); or
- (b) a voluntary emergency management activity.

35 VOLUNTARY EMERGENCY MANAGEMENT ACTIVITY

A voluntary emergency management activity is one where the activity:

- (i) involves dealing with an emergency or natural disaster; and
- (ii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (iii) the employee engages in the activity on a voluntary basis; and
- (iv) the employee was requested by or on behalf of the body to engage in the activity.

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 the absence.

(1) The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
- (b) must advise the employer of the period, or expected period, of the absence.

(2) Evidence

An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Absence under the voluntary emergency management activity clause is treated as unpaid leave

36 JURY SERVICE

If an employee is absent from his or her employment for a period because of jury service; and the employee is not a casual employee 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.

Evidence

The employer may require the employee to give the employer evidence that would satisfy a reasonable person:

(a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and

(b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

The employee is not entitled to payment under this subsection unless the employee provides the evidence requested; and if the employee provides the evidence—the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

If an employee is absent because of jury service in relation to a particular jury service summons for a period of more than 10 days in total, the employer is only required to pay the employee for the first 10 days of absences

37 WORKSITE LOCATIONS

All work performed by employees under this agreement will be conducted on the Employer's worksites –Grenoch campus, Kanangra campus, St Marks Court campus and the Administration building 71 Emu bay Road.

38 SIGNATORIES

FOR THE EMPLOYER

Signed: 

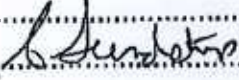
(for and on behalf of Aged Care Deloralne Inc. by its authorised representative)

Date: 13/4/2016

Name in full (printed): CLIFFORD ANTHONY PARKRIDGE

Position: CHIEF EXECUTIVE OFFICER

Employer's Address: 71 EMU BAY ROAD
DELORALNE

Witnessed by (signature): 

Witness name in full (printed): CHRISTIAN SUNDRUP

Witness address: 16 BAROSSA PLACE
NEWSEAD 7250

EMPLOYEE REPRESENTATIVE

Signed: 

Name in full (printed): NEROLI ELLIS

Address: 182 MARGARIE ST
HOBART

Date: 13/4/2016

Witnessed by (signature): 

Witness name in full (printed): Shane Parkridge

Witness address: 19 Buxton Street Launceston

EXPLANATION OF EMPLOYEE REPRESENTATIVE'S AUTHORITY TO SIGN AGREEMENT:

.....
.....
.....

EMPLOYEE REPRESENTATIVE

Signed:

Name in full (printed): TIM JACOBSON

Address: 11 CLARE ST. NEW TOWN TAS 7008

Date: 19.1.04 + 16

Witnessed by (signature):

Witness name in full (printed): JAMES COOINGTON

Witness address: 11 CLARE ST. NEW TOWN TAS 7008

EXPLANATION OF EMPLOYEE REPRESENTATIVE'S AUTHORITY TO SIGN AGREEMENT:

STATE SECRETARY OF HEALTH SERVICES UNION,
TASMANIA BRANCH

SCHEDULE 1 – Wages

Note: If an agreement rate is less than the award rate for a classification, the award rate will apply. The employer will review award rates from 1 July 2016 to ensure that employees are paid the correct rate.

Extended Care Assistants	Level or Pay Point	Current Rate 1/7/2014	FFPP 1/7/2015 - 2.5%	FFPP 1/7/2016 - 2%
Aged Care Employee ECA	Level 1	\$18.52	\$18.98	\$19.36
Aged Care Employee ECA	Level 2	\$18.69	\$19.16	\$19.54
Aged Care Employee ECA	Level 3	\$19.53	\$20.02	\$20.42
Aged Care Employee ECA	Level 4	\$19.65	\$20.14	\$20.54
Aged Care Employee ECA	Level 5	\$20.31	\$20.82	\$21.24
Aged Care Employee ECA	Level 6	\$22.14	\$22.69	\$23.14
Aged Care Employee ECA	Level 7	\$22.66	\$23.23	\$23.69
Service Employees				
Aged Care Employee Services	Level 1	\$18.52	\$18.98	\$19.36
Aged Care Employee Services	Level 2	\$18.69	\$19.16	\$19.54
Aged Care Employee Services	Level 3	\$19.53	\$20.02	\$20.42
Aged Care Employee Services	Level 4	\$19.65	\$20.14	\$20.54
Aged Care Employee Services	Level 5	\$20.31	\$20.82	\$21.24
Aged Care Employee Services	Level 6	\$22.14	\$22.69	\$23.14
Aged Care Employee Services	Level 7	\$22.66	\$23.23	\$23.69
Administration				
Aged Care Employee Administration	Level 1	\$18.52	\$18.98	\$19.36
Aged Care Employee Administration	Level 2	\$20.23	\$20.74	\$21.15
Aged Care Employee Administration	Level 3	\$20.69	\$21.21	\$21.63
Aged Care Employee Administration	Level 4	\$21.23	\$21.76	\$22.20
Aged Care Employee Administration	Level 5	\$21.78	\$22.32	\$22.77
Aged Care Employee Administration	Level 6	\$22.14	\$22.69	\$23.14
Aged Care Employee Administration	Level 7	\$23.06	\$23.64	\$24.11
Enrolled Nurse				
Student Enrolled Nurse	Under 21 years	\$18.53	\$18.99	\$19.37
Student Enrolled Nurse	21 years and over	\$19.43	\$19.92	\$20.32
Enrolled Nurse	Pay Point 1	\$21.41	\$21.95	\$22.39
Enrolled Nurse	Pay Point 2	\$22.02	\$22.58	\$23.04
Enrolled Nurse	Pay Point 3	\$23.64	\$24.23	\$24.71
EN – Medication Endorsed	Pay Point 4	\$25.19	\$25.82	\$26.34
EN – Medication Endorsed	Pay Point 5	\$25.68	\$26.32	\$26.85

Registered Nurse	Level or Pay Point	Current Rate 1/7/2014	FFPP 1/7/2015 + 2.5%	FFPP 1/7/2016 + 2%
Registered Nurse Level 1	Pay Point 1	\$22.92	\$23.49	\$23.96
Registered Nurse Level 1	Pay Point 2	\$24.42	\$25.03	\$25.53
Registered Nurse Level 1	Pay Point 3	\$23.95	\$24.55	\$25.04
Registered Nurse Level 1	Pay Point 4 Minimum entry for 4 year degree	\$24.60	\$25.22	\$25.72
Registered Nurse Level 1	Pay Point 5 Minimum entry for masters degree	\$25.07	\$25.70	\$26.21
Registered Nurse Level 1	Pay Point 6	\$26.28	\$26.94	\$27.48
Registered Nurse Level 1	Pay Point 7	\$27.48	\$28.17	\$28.73
Registered Nurse Level 1	Pay Point 8 and thereafter	\$28.70	\$29.42	\$30.01
Registered Nurse Level 2	Pay point 1	\$34.75	\$35.62	\$36.33
Registered Nurse Level 2	Pay point 2	\$35.56	\$36.45	\$37.18
Registered Nurse Level 2	Pay point 3	\$36.38	\$37.29	\$38.04
Registered Nurse Level 2	Pay point 4 and thereafter	\$37.18	\$38.11	\$38.87
Registered Nurse Level 3	Pay point 1	\$38.70	\$39.67	\$40.46
Registered Nurse Level 3	Pay point 2	\$39.60	\$40.59	\$41.40
Registered Nurse Level 3	Pay point 3	\$40.07	\$41.07	\$41.89
Registered Nurse Level 3	Pay point 4 and thereafter	\$41.43	\$42.47	\$43.32
Registered Nurse Level 4	Grade 1	\$44.23	\$45.34	\$46.25
Registered Nurse Level 4	Grade 2	\$45.04	\$46.17	\$47.09
Registered Nurse Level 4	Grade 3	\$46.27	\$47.43	\$48.38
Registered Nurse Level 5	Grade 1	\$44.74	\$45.86	\$46.78
Registered Nurse Level 5	Grade 2	\$45.51	\$46.65	\$47.58
Registered Nurse Level 5	Grade 3	\$46.27	\$47.43	\$48.38
Registered Nurse Level 5	Grade 4	\$49.81	\$51.06	\$52.08
Registered Nurse Level 5	Grade 5	\$53.34	\$54.67	\$55.76
Registered Nurse Level 5	Grade 6	\$57.38	\$58.81	\$59.99

SCHEDULE 2 – Allowances

From the first full pay on or after the below dates:

	1/07/2014	1/07/2015	1/07/2016
Cl 17(a) Foul and nauseous linen – per week	\$16.55	\$16.96	\$17.30
Cl 17(b) In Charge – per hour	\$3.31	\$3.39	\$3.46
Cl 17(c) Meal allowance	\$11.87	\$12.17	\$12.41
Cl 17(c)(i) 4 hrs. OT	\$11.87	\$12.17	\$12.41
Cl 25(h)(i) Remote Call per hour	\$1.47	\$1.51	\$1.54
Cl 25(h)(i) Minimum Payment			
Monday to Friday	\$19.11	\$19.59	\$19.98
Saturday	\$28.78	\$29.50	\$30.09
Sunday or Public Holiday	\$33.58	\$34.42	\$35.11