



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Baptcare t/a Baptcare Ltd
(AG2016/1170)

BAPTCARE LTD. TRADING AS BAPTCARE KARINGAL COMMUNITY CARE ENTERPRISE BARGAINING AGREEMENT 2015

Tasmania

COMMISSIONER ROE

MELBOURNE, 22 JUNE 2016

Application for approval of the Baptcare Ltd. trading as Baptcare Karringal Community Care Enterprise Bargaining Agreement 2015.

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

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[5] The Agreement was approved on 22 June 2016 and, in accordance with s.54, will operate from 29 June 2016. The nominal expiry date of the Agreement is 31 December 2017.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE419492 PR581885>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2016/1170

Applicant:
Baptcare Ltd.

Undertaking- section 190

I, Graham Dangerfield, Chief Executive of Baptcare Ltd give the following undertakings with respect to the Baptcare Ltd trading as Baptcare Karingal Community Care – Enterprise Agreement 2015 ("the Agreement"):

1. I have the authority given to me by Baptcare Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. Notwithstanding Clause 49.2 of the Agreement, redundancy will be no less beneficial than the National Employment Standards (NES).
3. Notwithstanding Clause 38.4 an employer may direct an employee to take annual leave subject to the following limitations, including:
 - (i) Before an employer can direct that leave be taken, the employer or employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.
 - (ii) If agreement is not reached under (i), the employer may give a written direction to the employee to take a period of periods of paid annual leave. Such a direction must not:
 - a) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks;
 - b) require the employee to take any period of leave of less than one (1) week;
 - c) require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee; or
 - d) require the employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the employee;

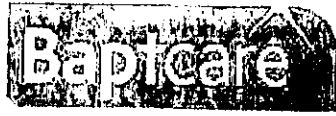
Employer name: Baptcare Ltd

Authority to sign: Chief Executive

Signature: 

Date: 20/6/16

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



Bringing care to life

Baptcare Ltd trading as Baptcare Karingal Community Care - Enterprise Bargaining Agreement 2015.

PART A - APPLICATION AND OPERATION

1. INTRODUCTION

This Agreement is made under section 172 of the Act.

- 1.1 The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- 1.2 The Employer will formally advise the Unions when the agreement is made in order for the Unions to apply under section 183 of the Act to be covered by the agreement.
- 1.3 It is the intention of this Agreement that the Unions will be covered by this Agreement.

2. TITLE

This Agreement shall be known as the Baptcare Ltd. trading as Baptcare Karingal Community Care Enterprise Bargaining Agreement 2015 and throughout is referred to as the "Agreement".

3. ARRANGEMENT

This Agreement shall be arranged as follows:

PART A - APPLICATION AND OPERATION

Clause No.	Page No.
1. Introduction.....	1
2. Title.....	1
3. Arrangement.....	1
4. Variation of Agreement.....	3
5. Parties Bound.....	3
6. Application.....	4
7. Relationship to National Employment Standards and Awards.....	4

8.	Date and Period of Operation	4
9.	No Further Claims.....	4
10.	Definitions.....	5
11.	Complete Agreement	7
12.	Flexibility.....	7
13.	Availability of Agreement	9

PART B - ENGAGEMENT

14.	Employee Engagement	9
15.	Hours of Work	11
16.	Wages.....	12
17.	Payment of Wages	13
18.	Accrued Days Off.....	15
19.	Rostering.....	15
20.	Workload Management.....	16
21.	Breaks	16
22.	Handover.....	18
23.	Overtime	18
24.	On Call Arrangements	20
25.	Shift and Weekend Work.....	21
26.	Broken Shifts	22
27.	Public Holidays.....	23
28.	Daylight Savings.....	25

PART C - ALLOWANCES

29.	Higher Duties and In-Charge Allowance.....	25
30.	Preceptor Allowance.....	25
31.	Post Graduate Qualification Allowance.....	26
32.	Medication Shift Allowance	27
33.	Meal Allowances	27
34.	Uniforms	28
35.	Unusually Foul and Nauseous Linen and Work	28
36.	Driving Licence Reimbursement	29
37.	Travelling and Excess Fares	29

PART D - LEAVE ENTITLEMENTS

38.	Annual Leave	30
39.	Personal/Carer's Leave	32
40.	Compassionate Leave	34
41.	Parental Leave.....	35
42.	Long Service Leave	39
43.	Community Service Leave.....	39
44.	Ceremonial Leave	41

PART E – CLASSIFICATIONS

45.	Classifications	41
-----	-----------------------	----

PART F - OTHER PROVISIONS

46.	Salary Packaging.....	41
47.	Superannuation	42
48.	Termination of Employment.....	44
49.	Redundancy.....	44

PART G - ANCILLARY MATTERS

50.	Dispute Resolution.....	47
51.	Consultation.....	48
52.	Notice Board	51
53.	Training.....	51
54.	Overpayment of Wages.....	51
55.	Underpayment of Wages.....	52

SIGNING CLAUSES	53
-----------------------	----

APPENDIX A – WAGE RATES – CLINICAL EMPLOYEES

APPENDIX B – WAGE RATES – NON-CLINICAL EMPLOYEES

APPENDIX C – ALLOWANCES

APPENDIX D – CLASSIFICATIONS

APPENDIX E – SUPPORTED WAGE SYSTEM

4. VARIATION OF AGREEMENT

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

5. PARTIES BOUND

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

- 5.1 The Employer;
- 5.2 Australian Nursing and Midwifery Federation, Tasmanian Branch;
- 5.3 Health Services Union, Tasmania Branch;

- 5.4 All Karingal Community employees employed by the employer in positions classified in this Agreement.

6. APPLICATION

This Agreement covers the wage and conditions of staff employed by Baptcare Ltd, ('the employer'), with regards to its operations at Karingal Community in Devonport Tasmania with regards to employees within the scope of this Agreement as defined by Clause 5.

7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS AND AWARDS

- 7.1 Subject to Clause 7.2, this Agreement regulates the minimum terms and conditions of the employment of all Employees to the exclusion of all other industrial instruments whether an award, agreement or otherwise.
- 7.2 Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES, and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

8. DATE AND PERIOD OF OPERATION

- 8.1 This Agreement will be operational seven days after it is approved by the Fair Work Commission.
- 8.2 The nominal expiry date of this Agreement is 31 December 2017 but it will continue to operate beyond this date until it ceases operation in accordance with the Act.

9. NO FURTHER CLAIMS

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

10. DEFINITIONS

Afternoon Shift means a shift finishing between the hours of 6.00pm and midnight.

Agreement means the Baptcare Karingal Community Care Enterprise Bargaining Agreement 2015.

Award means Aged Care Award 2010 and Nurses Award 2010

AHPRA means the Australian Health Practitioner Regulation Agency.

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

Broken Shift means a broken shift as defined in Clause 26.1 of this Agreement.

Casual Employee means a casual employee as defined in Clause 14.6(a) of the Agreement.

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

Clinical Employee means an Employee in a relevant classification as set out in Appendix D – Classifications – Clinical Employees.

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

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

Day Worker means an Employee whose Ordinary Hours of Work are worked between the span of hours 6.00am to 7.00pm on the days Monday to Friday inclusive.

De Facto Partner means:

- (a) Means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) Includes a former de facto partner of the employee.

Employee means a person employed by the Employer at the Facility in a classification level contained in Appendix D of this Agreement.

Employer means Baptcare Ltd. trading as Baptcare Karingal Community Care (ABN 12 069 130 463).

Full-Time Employee means someone engaged to work for the full ordinary hours as prescribed in this Agreement.

FWC means the Fair Work Commission.

Immediate Family Member means:

- (a) A spouse, De Facto Partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or De Facto Partner of the Employee.

NES means National Employment Standards.

Night Shift means any shift finishing on or before 7.15am on the day following the commencement of the shift.

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

Ordinary Hours of Work means the hours worked by an Employee in accordance with Clause 15 of this Agreement.

Part-Time Employee means a part time employee as defined in Clause 14.5 of the Agreement.

Public Holiday means a public holiday as defined in Clause 27.1 of this Agreement.

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

Roster means a work pattern of hours required to be worked with start and finish times prepared by the Employer. The Roster is to be a non-rotating roster unless the majority of Employees agree otherwise.

Rotating Roster means a roster that requires an Employee to regularly rotate between Day Shift, Afternoon Shift and Night Shift or any two of those three shift types, subject to the following requirements:

- (a) an Employee shall not be required to work Night Shift for more than four (4) weeks; and
- (b) an Employee shall not be required to work more than two thirds of their working time on Night Shift; and
- (c) an Employee shall not be allocated more than five (5) successive shifts of Afternoon Shift or Night Shift.

Note:

(A Rotating Roster does not operate at the Facility at the time of this Agreement being entered into. A Rotating Roster could only be implemented by agreement between the Employer and the majority of Employees).

Shift Worker means an Employee as defined in Clause 15.4.

Spouse includes a former spouse

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

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

11. COMPLETE AGREEMENT

Other than individual flexibility arrangements reached in accordance with Clause 12, this Agreement is intended to cover all matters pertaining to the employment relationship between the Employer and each Employee.

12. FLEXIBILITY

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

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

- 12.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172 of the Act; and
 - (b) Are not unlawful terms under section 194 of the Act; and
 - (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 12.3 The Employer must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
 - (b) Includes the name of the Employer and Employee; and
 - (c) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) Includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) States the day on which the arrangement commences.
- 12.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 12.5 The Employer or an Employee may terminate an individual flexibility arrangement:
- (a) By giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
 - (b) If the Employer and Employee agree in writing - at any time.

13. AVAILABILITY OF AGREEMENT

The Employer must ensure that copies of this Agreement and the NES are available to each Employee, such as on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

PART B - ENGAGEMENT

14. EMPLOYEE ENGAGEMENT

14.1 Minimum Employment Period

- (a) An Employee (other than Casual Employee) will be on a period of probation for the first six months of engagement for the purposes of determining the Employee's suitability for ongoing employment.
- (b) At any time during the probation period, the Employer or the Employee can terminate the employment in accordance with Clause 48.

14.2 Categories of Employees

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

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

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

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

14.5 Part-time employment

- (a) Subject to clause 15, Ordinary Hours of Work for a Part-Time Employee are less than for a Full-Time Employee and whose hours of work are reasonably predictable.
- (b) Part-Time Employees will be given fair and reasonable access to additional shifts that are also allocated to Casual Employees.

- (c) Before commencing employment, the Employer and a Part-Time Employee will agree in writing on a regular pattern of work. This will include agreement as to the number of hours to be worked each week, the days of the week that Employee will work and the starting and finishing times each day.
- (d) A Part-Time Employee may agree in writing to vary the hours described in subclause 14.5(c) with such work to be paid at the Employee's Base Rate of Pay.
- (e) Annual review of Part-Time hours:
 - (i) A Part-Time Employee may request the hours worked in accordance with an agreement under Clause 14.5(c) be reviewed. No more than one request by an Employee shall be made in any 12-month period.
 - (ii) If a Part-Time Employee is regularly working more than the Employee's specified contract hours such contract hours may be adjusted by the Employer, such adjustment being an agreement for the purposes of Clause 14.5(c).
 - (iii) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - A. if the increase in hours is a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation;
 - B. if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client; or
 - C. the operational requirements or anticipated operation requirements of the Employer do not support the variation of hours.
 - D. Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect Roster cycles and shift configurations utilised at the Facility and in some cases adjusted contracted hours may be slightly above or below the average of the additional hours to reflect this Roster cycle or shift configuration.

(f) Minimum Engagement

Subject to Clause 53, Part-time Employees must be paid for a minimum of two (2) hours' work on each occasion they attend work.

14.6 Casual employment

- (a) A Casual Employee is an Employee engaged as such on an hourly basis otherwise than as a Full-Time Employee or a Part-Time Employee. A Casual Employee is an Employee engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (b) Subject to Clause 53, a Casual Employee will be paid a minimum of two (2) hours' pay for each engagement.
- (c) Where the Employer has engaged a Casual Employee in accordance with this clause, the Employer may give notice of cancellation of the engagement up to twelve (12) hours before the scheduled commencing time in the case of a Day Shift and up to six (6) hours before commencing time of either an Afternoon Shift or a Night Shift.

Provided that if the minimum notice of cancellation of the engagement is not given, the Employee is entitled to be paid three (3) hours' pay in the case of a Clinical Employee and two (2) hours' pay in the case of a Non-Clinical Employee.

- (d) A Casual Employee who has their engagement cancelled by the Employer without the minimum notice of cancellation specified in paragraph (c) and who has incurred child care fees as a result, shall, on presentation of receipts to the Employer, be entitled to a full reimbursement of those child care costs provided that the claim for reimbursement must be made to the Employee within two (2) pay fortnights of the cancelled engagement.
- (e) Casual employees must not be placed on a roster for a period in excess of six weeks unless engaged to temporarily cover the absence of a full time or part-time employee.
- (f) **Casual Conversion**
Where a Casual Employee has been rostered on a regular and systematic basis over 26 weeks (provided that the rostering pattern has not resulted from coverage for extended absences such as parental leave, long service leave, workers compensation leave and extended personal leave), either the Employer or the Employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party.

15. HOURS OF WORK

- 15.1 The ordinary hours of work for day workers are an average of 38 hours per week worked over 76 hours per fortnight and for shiftworkers are an average of 38 hours per week worked over 152 hours per 4 week period.

- 15.2 The ordinary hours of work for a day worker are to be worked over five days, Monday to Friday inclusive, in continuous periods of eight hours per day between 6.00am to 7.00pm.
- 15.3 The span of hours specified in paragraph 15.2 may by agreement between the Employer and the majority of employees concerned be altered for all Employees, or a section of employees, provided the span is not to exceed 13 hours.
- 15.4 A shift worker is an Employee who is regularly rostered to work their ordinary hours of work outside the span of hours of work of a day worker.
- 15.5 The ordinary hours of work are not to exceed:
- (a) For all employees: 8 hours per day or shift unless an employee mutually agrees to extend their ordinary hours to 10 hours on a day or shift;
 - (b) For day workers: 76 hours in a fortnight;
 - (c) For shift workers: 48 hours in any one week;
 - (d) For shift workers: 88 hours in a fortnight provided for part-time shift workers the ordinary hours are not to exceed 80 hours in a fortnight – except where the employee requests a swap in shifts or arranges a change in shifts themselves which causes them to work in excess of 80 hours per fortnight.
 - (e) For shift workers: 114 hours in 21 consecutive days;
 - (f) For shift workers: 152 hours in 28 consecutive days.

16. WAGES

16.1 Full-Time Employees

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

16.2 Part-Time Employees

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

16.3 Casual Employees

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

Agreement. In addition, a casual loading of 25% will be payable on the Base Rate of Pay.

*(For example, John is a Casual Employee performing work described in the Classification - Enrolled Nurse/ Pay Point 3. His Base Rate of Pay in accordance with Appendix A is \$24.525344 per hour. John is entitled to a casual loading of 25% on his Base Rate of Pay, namely:
\$24.525344 Base Rate of Pay x 25% casual loading = \$30.6567.)*

16.4 Assessed Disability

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

17. PAYMENT OF WAGES

17.1 Time and Interval of Payment of Wages

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

17.2 Method of Payment of Wages

An Employee will be paid wages by electronic funds transfer into the bank or financial institution account nominated by the Employee.

17.3 Late Payment of Wages

Except in circumstances beyond the control of the Employer, and subject to Clause 17.4, an Employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after 5pm, is to be paid the Employee's Base Rate of Pay after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the Employee is advised that payment will not be forthcoming on that day.

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

Payment at the Base Rate of Pay shall continue during all Ordinary Hours of Work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

Notwithstanding the above, the Employer will not be liable for any Employee entitlement under this Clause 17.3 due to an unforeseen event

outside the control of the Employer which prevents the Employer's ability to meet the requirements of Clauses 17.1 and 17.2, for example bank error or delay.

17.4 Agreed Alternative Arrangements – No Waiting Time Payment to Apply

The provisions for payment of waiting time specified in Clause 17.3 above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and an Employee agree to an alternative arrangement for payment to be made.

If the Employer fails to make payment of the Employee's wages in accordance with an alternative arrangement provided for under this sub-clause, the Employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of Clause 17.3 above until such time as the Employee's wages are paid.

17.5 Payment of Wages on Termination

When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages owing to an Employee will be made by electronic funds transfer to the Employee on the day of termination (provided that the Employee's employment is terminated before 3.00pm on that day), or otherwise the next business day.

Except in circumstances beyond the control of the Employer, and subject to Clause 17.4, an Employee kept waiting for more than a quarter of an hour for wages is to be paid the Employee's Base Rate of Pay after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the Employee is advised that payment will not be forthcoming on that day.

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

Notwithstanding the above, the Employer will not be liable for any Employee entitlement under this Clause 17.5 due to an unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this Clause, for example bank error or delay.

18. ACCRUED DAYS OFF

- 18.1 (a) Subject to Clause 18.1(b), the Employer will endeavour to implement a system whereby Full-Time Employees can work an average of eighty (80) hours per fortnight, and elect to receive one paid day off a month (an accrued day off) (i.e. a 19 day month).
- (b) Where the Employer encounters operational difficulties in the implementation of Clause 18.1(a) then consultation may occur with Employees as to an alternative method of implementation.
- (c) The accrued day off entitlement in paragraph Clause 18.1(a) will be calculated exclusive of annual leave and personal/ carer's leave.
- 18.2 (a) An accrued day off will be rostered to fall on a day during the week other than a Saturday or Sunday.
- (b) The Employer will endeavour to ensure that the accrued day off is rostered to fall on a day either immediately before or immediately after rostered days off.

19. ROSTERING

- 19.1 An Employee required to work outside the span of hours of a Day Worker must work in accordance with a Roster.
- 19.2 The Roster will stipulate a twenty eight (28) day roster period.
- 19.3 The Employer shall make available for each Employee to which Clause 19.1 applies a copy of the Roster which will include the Employee's rostered hours of work. This must include a minimum of two (2) consecutive days off each week except where alternative arrangements are made by agreement between the Employer and Employee(s) concerned.
- 19.4 The Roster shall not be changed without four (4) weeks' notice provided that an Employee's individual place on the Roster may be changed with one (1) week's notice or payment of the relevant overtime rate.
- 19.5 The Roster and changes to the Roster may be communicated to an Employee in a range of ways including: hard copy in a place conveniently accessible to an Employee; telephone; direct contact; mail; email; text message or facsimile.
- 19.6 The Roster may be altered at any time:
- (a) In the event of an emergency; or
- (b) Where agreement is reached with the Employer and the Employee affected by the alteration.

- 19.7 The Employer must not Roster an Employee to work for more than eight (8) shifts in any nine consecutive days.

20. WORKLOAD MANAGEMENT

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

21. BREAKS

- 21.1 Two separate ten minute tea breaks (in addition to meal breaks) shall be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, Employees shall be allowed one ten minute tea break in each four hour period.
- 21.2 Employees shall not be required to work more than five (5) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.

21.3 An Employee must receive the following breaks between shifts:

- (a) Eight (8) hours:
 - (i) between ordinary rostered shifts, which are not Broken Shifts; and/or
 - (ii) where reasonable additional hours are worked which are not overtime hours; and
- (b) Ten (10) hours where overtime is worked or where Broken Shifts are worked on successive days.

Employees, other than Casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had the break prescribed by clause 21.3 between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.

If at the direction of the Employer an Employee resumes or continues work without having had the break prescribed by clause 21.3, the Employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

21.4 If an Employee on a meal break is interrupted during the meal break by a call to duty, such meal break shall be counted as time worked and the Employee shall be allowed a meal break as soon as practicable during the remainder of the Employee's shift.

This is provided that the circumstances in which an Employee is called to duty during a meal break shall be emergency situations or other circumstances where the work required cannot wait until after the meal break has been completed.

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

Unless agreed otherwise between the Employer and Employee(s), employees who are not relieved shall be paid at the rate of time and a half of the relevant hourly rate for the period of the meal break and until relieved.

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

- 21.5 An Employee will receive an additional meal break of twenty (20) minutes where completing overtime in accordance with Clause 23 where such overtime is in excess of 1.5 hours. This meal break will be paid at the Employee's Base Rate of Pay.
- 21.6 An Employee who is directed by the Employer not to leave the Facility during a shift, for which a meal break pursuant to Clause 21.2 is owed, shall receive such meal break as a paid break for a duration of thirty (30) minutes.

22. HANDOVER

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

PROVIDED THAT if handovers are completed in less than 45 minutes only the time actually worked shall be paid.

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

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

23. OVERTIME

- 23.1 The Employer may require an Employee to work reasonable overtime.
- 23.2 An Employee is not entitled to be paid overtime unless the Employee has obtained the approval of the Employer to work overtime.
- 23.3 The rate payable in respect of overtime is calculated on an Employee's Base Rate of Pay, except that for a Casual Employee overtime will be calculated on the Employee's Base Rate of Pay and the casual loading entitlement contained in Clause 16.3 of this Agreement.

(For example, Susan is a casual employee performing work described in the Classification -- Aged Care Employee Level 4. Her Base Rate of Pay in accordance with Appendix B is \$21,54061. Susan is asked to work two hours overtime in excess of her 8 hour shift. Susan is entitled to overtime

calculated on her Base Rate of Pay and the casual loading entitlement as follows:

\$21.54061 (Base Rate) x 25% (Casual Loading) x 1.5 (overtime rate for the first two hours overtime) = \$40.3886 (per hour)

- 23.4 Overtime is to be paid:
- (a) To Employees who work in excess of the ordinary hours prescribed in Clause 15 -- hours of work;
 - (b) To Part-Time Employees who work in excess of their rostered hours on any one day (unless an agreement in writing has been entered into as is provided at 14.5(d);
 - (c) Subject to clause 15.5 (a) - To Full-Time shift work Employees who work in excess of their rostered hours on any one day provided a minimum of 8 ordinary hours has been worked on that day;
 - (d) To Casual Employees who work in excess of 8 hours per day or 76 hours per fortnight (for the purposes of this sub-clause, the beginning and end dates of a fortnight will be the same as the beginning and end dates of a fortnightly wage cycle referred to in clause 17.1.)
- 23.5 The overtime rates are:
- (a) Subject to clause 23.6 - For overtime performed between Monday to Saturday, time and one half for the first two (2) hours worked, and double time in respect to any hours worked following the initial two (2) hour period PROVIDED part time employees are to be paid double time for work in excess of 80 hours in a fortnight and;
 - (b) For overtime performed on a Sunday, double time;
 - (c) For overtime performed on a Public Holiday, double time and one half.
- 23.6 For shift workers: Overtime shall not apply in circumstances where arrangements approved by the Employer have been made between the Employees themselves, or due to rotation of shifts.
- 23.7 The overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 25.
- 23.8 In lieu of receiving payment for overtime worked, an Employee may, with the consent of the Employer, be allowed to take time off for a period of time equivalent to overtime worked, plus a period of time equivalent to the overtime penalty. Such time in lieu shall be taken as mutually agreed between the Employer and Employee.

- 23.9 Where time off in lieu of overtime has not been taken within four (4) weeks of its accrual the Employer shall, if so requested by an Employee, pay the Employee the overtime rates that would have applied if the Employee had not elected to take time off in lieu of that overtime.
- 23.10 Where Employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between work on successive days.
- 23.11 Employees, other than Casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that they have not had at least eight consecutive hours off duty between the finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.
- 23.12 If at the direction of the Employer an Employee resumes or continues work without having had eight consecutive hours off duty as specified in 23.11 above, the employee shall be paid double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

24. ON CALL ARRANGEMENTS

- 24.1 A Non-Clinical Employee will not be called back or required to be on close call.

Call back

- 24.2 A Clinical Employee recalled to work overtime, whether notified before or after leaving the Facility, is to be paid overtime in accordance with Clause 23 of this Agreement, as follows:
- (a) For the first recall a minimum payment of four hours; and
 - (b) For any subsequent recall a minimum payment of three hours.
- 24.3 Time reasonably spent in getting to and from work is to be regarded as time worked.
- 24.4 Employees recalled to work within two hours of their normal starting time shall be paid overtime with a minimum payment of two hours at double time.

Close call

- 24.5 For the purposes of this Clause close call means an Employee being required to be on call for duty and not allowed to leave the Facility.
- 24.6 An Employee may be required by the Employer to remain on close call.
- 24.7 An Employee required to remain on close call shall:
- (a) If not required to commence work be paid a minimum payment equivalent to six hours at the Employee's Base Rate of Pay; or
 - (b) If required to commence work be paid overtime in accordance with Clause 23 of this Agreement, provided that such payment shall not be less than the minimum payment specified in Clause 24.2 above.

Remote / On call

- 24.8 An on call allowance is paid to a Clinical Employee who is required by the Employer to be on call at their private residence, or at any other mutually agreed place. The Employee is entitled to receive the following additional amounts for each 24-hour period or part thereof:
- (a) Between rostered shifts or hours of work completed between Monday to Friday- \$18.55;
 - (b) Between rostered shifts or hours of work completed on a Saturday- \$27.94;
 - (c) Between rostered shifts or hours of work completed on a Sunday, Public Holiday or any day when the Employee is not rostered to work- \$32.60.
- 24.9 For the purposes of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

25. SHIFT AND WEEKEND WORK

- 25.1 Shift work will be paid the following penalties, calculated on the Employee's Base Rate of Pay as follows:
- (a) 15% for Afternoon Shift.
 - (b) 17.5% for Night Shift.
 - (c) Casual Employees will also be entitled to the casual loading in Clause 16.3 calculated on their Base Rate of Pay ("the loaded rate"). The applicable shift penalties will be applied to the loaded rate.

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

- (a) For work in a shift where the major portion of such falls on a Saturday – time and one half of an Employee’s Base Rate of Pay;
- (b) For work in a shift where the major portion of such falls on a Sunday – double time of an Employee’s Base Rate of Pay;

These weekend penalties shall be in substitution for and not cumulative upon the shift penalties prescribed in Clause 25.1.

Casual Employees will also be entitled to the casual loading in Clause 16.3 calculated on their Base Rate of Pay (“the loaded rate”). The applicable weekend penalties will be applied to the loaded rate.

25.3 A shift worker who –

- (a) During a period of engagement on shift, works night shift only; or
- (b) Works on night shift for a period in excess of four consecutive weeks; or
- (c) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;

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

PROVIDED THAT this subclause shall not apply to an employee who has reached a mutual agreement with the employer to work permanent afternoon or night shifts

26. BROKEN SHIFTS

With respect to Broken Shifts:

- 26.1 Broken Shift means a shift worked in two parts by a Non-Clinical Employee engaged on either a part-time or casual basis that includes a break (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- 26.2 A Broken Shift may be worked where there is mutual agreement between the Employer and an Employee to work a Broken Shift.

- 26.3 Payment for a Broken Shift will be at an Employee's Base Rate of Pay with penalty rates and shift allowances in accordance with Clause 23- Overtime rates and Clause 25- Shift work, with all shift allowances being determined by the finishing time of the Broken Shift.
- 26.4 All work performed beyond the maximum span of 12 hours for a Broken Shift will be paid at double time.
- 26.5 An Employee must receive a minimum break of 10 hours between Broken Shifts rostered on successive days.

27. PUBLIC HOLIDAYS

- 27.1 Public Holidays are provided for in the NES. For the purposes of this Agreement, the following shall be deemed to be Public Holidays:

New Years' Day, Australia Day, Eight Hours Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Recreation Day, Christmas Day, Boxing Day, Devonport Show Day and any other day observed by the *Statutory Holidays Act 2000* (Tasmania) (or replacement legislation) to be a Public Holiday in the region of Devonport in Tasmania ('a Public Holiday').

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

- 27.2 **Who is entitled to paid Public Holidays**

All Employees are entitled to paid Public Holidays except for Casual Employees.

- 27.3 **Payment for Public Holiday if not worked**

An Employee taking a public holiday off (including a public holiday that falls within a period of annual leave) must be paid at the normal rate of pay had the Employee been at work PROVIDED THAT this work day falls on a day that the Employee would normally work.

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

Where a Public Holiday occurs on a day where a Part-Time Employee would not normally work, the Employee shall not be entitled to any benefit

to any such Public Holiday unless he/she is required to work on the Public Holiday.

If a Public Holiday falls on a day a full time shift worker does not work then they will receive a day added to their annual leave entitlement for each time this occurs. The annual leave day will not attract leave loading

27.4 Public Holidays occurring during Annual Leave

Annual leave taken shall be exclusive of public holidays.

27.5 Payment for Public Holidays Worked

An Employee who is required to and does work on any Public Holiday prescribed in this clause shall be entitled to be paid double time and a half of their Base Rate of Pay for the time worked ('the Public Holiday penalty rates'). PROVIDED a Full-Time or Part-Time Employee may elect to be paid as follows:

- Time and a half of their Base Rate of Pay for the hours worked on the Public Holiday; and
- A further day of annual leave credited. The annual leave day/s will not attract leave loading.

The election in this subclause is to be made once annually to be initiated by the Employee and is to apply to all Public Holidays worked for a year after the election.

Casual Employees will also be entitled to the casual loading in Clause 16.3 calculated on this Base Rate of Pay ("the loaded rate"). The Public Holiday Penalty will be applied to the loaded rate.

Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise have been payable had the shift not been a Public Holiday.

27.6 Substitution of a Public Holiday

The Employer and an Employee (whether a Full-Time Employee, or a Part-Time Employee that would 'normally work'), may agree in writing to substitute any day prescribed as a Public Holiday for another day.

If the Employee chooses to work any day prescribed as a Public Holiday the Employee shall in substitution for the Public Holiday penalty rates, receive time and a half of their Base Rate of Pay for the hours worked on such Public Holiday and in an addition receive a further day of annual leave credited.

28. DAYLIGHT SAVINGS

- 28.1 If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the Employee's Base Rate of Pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
- 28.2 No overtime is payable for the additional hour worked because of daylight savings.

PART C - ALLOWANCES**29. HIGHER DUTIES AND IN-CHARGE ALLOWANCE**

- 29.1 (a) An Employee who is engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which the Employee is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- (b) An Employee employed as a Registered Nurse Level 1 or 2 who, for more than half a shift, is required to assume charge of the entire Facility where an Employee engaged as a Registered Nurse Level 3 is normally in-charge, shall be paid \$30.00 for each shift worked until 31 December 2016 at which time the allowance will be increased by 3% on the first full pay period from 1 January 2017.

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

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

30. PRECEPTOR ALLOWANCE

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

- (a) the preceptor program must be approved by the Employer;
- (b) the Employee must be a qualified preceptor or have a Certificate IV in Training and Assessment qualification; and

- (c) where an employer requires an Employee to act as a preceptor the Employer will pay all course fees and provide time off on full pay for the Employee to attend the preceptor course.

31. POST GRADUATE QUALIFICATION ALLOWANCE

- 31.1 (a) A Registered Nurse who holds post graduate qualifications shall be paid an allowance, in addition to the Employee's Base Rate of Pay, as follows:
- (i) For a post graduate hospital or post graduate certificate- 4.0% of the Base Rate of Pay;
 - (ii) For a post graduate diploma or a degree other than a nursing under graduate degree- 6.5% of the Base Rate of Pay;
 - (iii) A masters or a doctorate- 7.5% of the Base Rate of Pay.

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

PROVIDED FURTHER THAT payment of the allowance under this sub-clause is dependent upon the qualification being relevant to the industry of aged care and to the Employee's current area of practice, that the qualification is a completed course as is required by the Employer, and that the qualification is used in the performance of the Employee's work.

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

- 31.2 An Enrolled Nurse or an Extended Care Assistant who holds a relevant post graduate qualification shall be paid an allowance of 3% in addition to the Employee's Base Rate of Pay.

PROVIDED THAT payment of the allowance under this sub-clause is dependent upon the qualification being relevant to the industry of aged care and to the Employee's current area of practice, that the qualification is a completed course as is required by the Employer, and that the qualification is used in the performance of the Employee's work.

32. MEDICATION SHIFT ALLOWANCE

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

33. MEAL ALLOWANCES

33.1 Meal Charges

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

Type of Meal	Rate per Meal
Lunch or Evening Meal	
Two or three courses	\$6.00
Single hot or cold main course	\$4.00

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

33.2 Where an Employee is required to work overtime the Employer will provide a meal to the Employee.

33.3 Where an Employee is required to travel away from the Employee's usual worksite and is more than sixteen kilometres away from that worksite at the Employee's usual meal time the Employee is entitled to a meal allowance for any meal purchased as follows:

- (a) breakfast - \$9.05;
- (b) lunch or midday meal - \$10.00;
- (c) dinner or evening meal - \$17.65

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

33.4 The allowance referred to in Clauses 33.1 and 33.3 will be increased by 3% on the first full pay period from 1 January each year during the term of the Agreement. These allowances are provided in Appendix C for clarity.

34. UNIFORMS

- 34.1 The Employer will provide to Employees, at its discretion, either:
- (a) Sufficient, suitable and serviceable uniforms, free of cost, to all Employees who are required by the Employer to wear uniforms; or
 - (b) An amount of \$10.00 per fortnight as an allowance (inclusive of a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week whichever is the lesser amount), not subject to loadings or additional rates, for each week or part of a week of paid employment including periods of approved paid leave.
- 34.2 If the Employer decides to vary the option pursuant to Clause 34.1, it agrees to consult with Employees.
- 34.3 The allowance in Clause 34.1(b) will be increased by 3% from the first full pay period from 1 January each year during the term of the Agreement. These allowances are provided in Appendix C for clarity.

35. UNUSUALLY FOUL AND NAUSEOUS LINEN AND WORK

- 35.1 For the purposes of this Clause,

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

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

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

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

For clarity unusually foul or nauseous work covers the work by a carer or a cleaner when they are required to sanitise furniture or equipment contaminated by a resident as a result of a condition or illness specified in Clause 35.1(a) or (b) of this Agreement. This contamination needs to be outside of what would be considered normal in the course of looking after frail older people who require high care support and continence care.

- 35.2 It is agreed that:
- (a) Employees working in the laundry who directly handle unusually foul or nauseous linen; and
 - (b) Employees required to perform unusually foul and nauseous work;
- shall be paid an allowance of \$0.40 per hour or part thereof.
- 35.3 The allowance referred to in Clauses 35.2 will be increased by 3% from the first full pay period from 1 January each year during the term of the Agreement. These allowances are provided in Appendix C for clarity.

36. DRIVING LICENCE REIMBURSEMENT

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

37. TRAVELLING AND EXCESS FARES

37.1 Travel

- (a) Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses.
- (b) Employees required to use their own motor vehicles in connection with the business of the Employer are to be reimbursed on a per kilometre travelled basis in accordance with the Australian Taxation Office rates prevailing at the time. It is noted that the rates at the time of entering into this Agreement is as follows:
 - 1600cc (engine capacity) vehicle - \$0.74 per km;
 - 1601cc-2000cc (engine capacity) vehicle - \$0.77 per km;
 - 2001cc- 3000cc (engine capacity) vehicle - \$0.79 per km;
 - >3000cc (engine capacity) vehicle - \$0.83 per km.

37.2 Excess Fares

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

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

PART D - LEAVE ENTITLEMENTS

38. ANNUAL LEAVE

38.1 Basic Entitlement

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

38.2 Accrual of Annual Leave

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

38.3 Shift Worker

Shift Workers are entitled to an additional week of annual leave after 12 months' Continuous Service.

For the purposes of this Clause 38.3 of this Agreement, a Shift Worker is an Employee who is rostered as part of his/her ordinary duties on 10 or more weekends for 4 hours or more during the qualifying 12 months and/or an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker.

For the purposes of Clause 38.3 a weekend means work on a Saturday and/or Sunday in any one calendar week.

38.4 Taking of Leave

- (a) An Employee must give four (4) weeks' notice from the date from which the Employee wishes to commence annual leave unless otherwise mutually agreed upon by the parties.
- (b) Where agreement cannot be reached between an Employee and the Employer as to when annual leave can be taken, the Employer may

require the Employee to take such leave at a time directed by the Employer, provided that the Employee cannot be directed to take such leave unless the Employee is entitled to accrued annual leave of more than six (6) weeks.

38.5 Payment of Leave

- (a) Employees shall receive their ordinary pay during all periods of annual leave. Ordinary pay for the purpose of annual leave means the Employee's Base Rate of Pay for the Employee's Ordinary Hours of Work in the period of annual leave.
- (b) In addition to the ordinary pay as defined in this clause, Employees shall receive a loading of:
- (i) 17.5% calculated on their ordinary pay, including any higher duty allowance or other all-purpose payment to which the employee is entitled; or
 - (ii) An amount in respect of each week of annual leave:
 - shift work allowances pursuant to Clause 25 of this Agreement according to Roster or Projected Roster;
 - Saturday and Sunday Shift allowances pursuant to Clause 25 of this Agreement according to Roster or Projected Roster;
 - Post Graduate allowance pursuant to Clause 31 of this Agreement;
 - Uniform allowance pursuant to Clause 34 of this Agreement;
 - Laundry allowance pursuant to Clause 35 of this Agreement

whichever is the higher.
- (c) An Employee may elect in writing at the time of applying for leave to be paid their annual leave entitlements prior to taking such leave. In circumstances where an election is made such leave will be paid no later than:
- (i) 12 noon of the last day of work prior to the Employee going on leave; or
 - (ii) the nominated pay day pursuant to Clause 17.1.

38.6 Annual Leave Exclusive of Certified Personal/ Carer's Leave

An Employee who obtains a medical certificate regarding taking personal/carer's leave during a period of annual leave, shall be given credit for the time so certified and annual leave is to be re-credited for the number of days that the Employee has been certified as unfit for duty.

38.7 Effect of Termination on Annual Leave

Where the employment of an Employee is terminated, the Employer shall, in addition to all other amounts due to the Employee, pay the Employee's ordinary pay as described in Clause 38.5(a) of this Agreement for the period of accrued leave, together with the annual leave loading calculated in accordance with Clause 38.5(b) of this Agreement.

38.8 Annual Leave Allowed in Advance

The employer may allow an employee to take annual leave before it has been accrued provided this is unpaid.

39. PERSONAL/ CARER'S LEAVE**39.1 Entitlement to Personal/ Carer's Leave**

- (a) For each year of service with the Employer, a Full-Time Employee is entitled to:
 - (i) twenty (20) days' paid personal/ carer's leave if the Employee was employed by the Employer before 1 January 2015; or
 - (ii) ten (10) days' paid personal/ carer's leave if the Employee was employed by the Employer after 1 January 2015.
- (b) A Part-Time Employee will be entitled to paid personal/ leave in accordance with sub-paragraph (a) on a pro rata basis calculated based on the Employee's Ordinary Hours of Work.
- (c) Casual Employees have no entitlement to paid personal/ carer's leave, but do have an entitlement to unpaid leave.

39.2 Taking of Personal/ Carer's Leave

Personal/carer's leave pursuant to Clause 39.1 is available to an Employee, when they are absent:

- (a) due to personal illness or injury; or

- (b) for the purposes of providing care or support for an immediate family or household member who is sick and requires the Employee's care or support or who requires care or support due to an unexpected emergency.

39.3 **Payment of Paid Personal/ Carer's Leave**

If an Employee takes a period of approved 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.

39.4 **Accrual of Personal Leave**

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, and accumulates from year to year.

39.5 **Notice and Evidence Requirements**

- (a) To be entitled to leave under Clause 39 an Employee must give the Employer notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from his or her employment;
- (b) The Employer may require an Employee to give the Employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion. This requirement is subject to an Employee having the right to access three (3) single day certificate free days per calendar year;
- (c) If an Employee is absent on personal leave on the day immediately before or after a weekend off or an accrued / rostered day off the Employee must provide a medical certificate in support of that absence;
- (d) Outside of the requirements prescribed in Clause 39.5 (b) and (c) to be entitled to personal leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the Employee stating that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury.

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

(e) To be entitled to carer's leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable either:

(i) a medical certificate from a medical practitioner stating that in their opinion the immediate family member requires or required care or support during the period due to personal illness or injury; or

(ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period to provide care or support during the period because of personal illness, or injury, of the immediate family member or an unexpected emergency affecting the immediate family member.

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

39.6 Unpaid Carer's Leave

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

40. COMPASSIONATE LEAVE

40.1 Entitlement to Compassionate Leave

(a) Full-Time and Part-Time Employees are entitled to three (3) days' compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family member or a member of the Employee's household:

(i) dies; or

(ii) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life.

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

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

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

40.2 Taking of Compassionate Leave

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) To spend time with the member of the Employee's immediate family or household ("the member") who has contracted or developed the personal illness or sustained the personal injury; or
- (b) After the death of the member of the Employee's immediate family or household.

40.3 Notice and Evidence Requirements

- (a) To be entitled to compassionate leave under Clause 40, an Employee must give the Employer notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from his or her employment;
- (b) To be entitled to compassionate leave during the period, the Employee may be required to give the Employer, as soon as reasonably practicable:
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the member.

41. PARENTAL LEAVE

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

41.2 Paid Parental Leave

Full-Time, Part-Time and Eligible Casual Employees who have both an entitlement under Clause 41.1 and are the primary care giver under the NES, have an additional entitlement to paid parental leave as follows:

- (a) Clinical Employees will receive twelve (12) weeks' paid parental leave at ordinary pay, or in the alternative twenty four (24) weeks' paid parental leave at half the rate of ordinary pay, from the date the parental leave commences; and
- (b) Non-Clinical Employees will receive eight (8) weeks' paid parental leave at ordinary pay, or in the alternative sixteen (16) weeks' paid parental leave at half the rate of ordinary pay, from the date the parental leave commences.

The payment of paid parental leave, on a second or subsequent claim, for an Employee is conditional upon the Employee having returned to work for no less than three (3) months before qualifying for a further period of paid parental leave.

For the purposes of this clause the following definitions apply:

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

Eligible casual employee means a Casual Employee:

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

Ordinary pay for the purposes of Clause 41 of this Agreement means – an Employee will be paid the higher of:

- (a) The average of the Ordinary Hours of Work actually worked by the Employee in the 12 month period ending at the commencement of parental leave; or
- (b) The Ordinary Hours of Work that are worked by the Employee at the time of the commencement of parental leave.

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

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

The paid parental leave prescribed by this clause shall be con-current with the unpaid entitlement prescribed by the NES.

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

- 41.3 Subject to Clause 41.1 eligibility being determined, Full-Time Employees, Part-Time Employees and eligible Casual Employees who are a non-primary care giver are entitled to one (1) week paid parental leave.
- 41.4 Any entitlements specified in this clause are in addition to any Commonwealth Government Paid Parental Leave Scheme in place.
- 41.5 **Part-time Work Entitlement**

(a) Return to former position

An Employee who has had at least twelve months continuous service with the Employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

PROVIDED THAT nothing in this sub clause shall prevent the Employer from permitting the Employee to return to his or her former position after a second or subsequent period of part-time employment.

(b) Transitional arrangements - annual leave

- (i) An Employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in this Agreement, as if the Employee were working full-time in the classification the Employee was performing as a Full-Time Employee immediately before commencing part-time work.
- (ii) A Full-Time Employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this Agreement, as if the Employee were working part-time in the classification the Employee was performing as a Part-Time Employee immediately before resuming full-time work.

PROVIDED THAT by agreement between the Employer and the Employee, the period over which the leave is taken may be shortened to the extent necessary for the Employee to receive pay at the Employee's current full-time rate.

(c) Transitional arrangements – personal leave

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

(d) Part-time work agreement

(i) Before commencing a period of part-time employment under this clause there must be agreement between the Employer and the Employee –

- A. that the Employee may work part-time; and
- B. on the hours to be worked by the Employee, the days upon which they will be worked and commencing times for work; and
- C. on the Employee's classification and relevant hourly rate; and
- D. on the period of part-time employment.

(ii) Once agreement is reached –

- A. the terms and any variations shall be reduced to writing and retained by the Employer, with a copy to be provided to the Employee;
- B. the work to be performed part-time need not be the work performed by the Employee in his or her former position but shall be work otherwise provided for under this Agreement.

PROVIDED THAT the terms of such a part-time agreement may be varied by agreement between the Employer and Employee.

PROVIDED FURTHER THAT an Employer may request, but not require, an Employee working part-

time under this clause to work outside or in excess of the Employee's ordinary hours of duty provided for in accordance with a part-time agreement made under this sub clause.

(e) Termination of employment

- (i) Employment of Part-Time Employees under this clause may be terminated in accordance with the provisions of this Agreement but must not be terminated merely because Employees have availed themselves of, or propose to, a provision to which they are entitled under this clause.
- (ii) Any termination entitlements payable to an Employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a Full-Time Employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a Part-Time Employee on a pro rata basis.

42. LONG SERVICE LEAVE

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

43. COMMUNITY SERVICE LEAVE

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

43.2 Eligible community service activities:

- (a) Entitle an Employee, acting reasonably, to be absent from employment for periods including:
 - (i) time when the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity; and
 - (iii) reasonable rest time immediately following the activity.
- (b) Include:

- (i) jury service (including attendance for jury selection) that is required by or under law of the Commonwealth, a State or Territory; or
- (ii) a voluntary emergency management activity; or
- (iii) an activity prescribed in regulations made for the purpose of subsection (4).

43.3 **Jury Service**

- (a) There is no limit on the amount of unpaid jury service leave an Employee can take in a twelve (12) month period of employment.
- (b) Employees, other than Casual Employees, are entitled to be paid the difference between what the Employee received as jury service pay and the Base Rate of Pay for the Employee's Ordinary Hours of Work in the period or periods for the first ten (10) days when absent from work in one or more periods to attend jury service re a particular jury service summons.
- (c) Where the duration of jury service for a particular jury service summons exceeds ten (10) days, the Employer agrees to assist the Employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of Rosters; access to Annual Leave and/or Long Service Leave.
- (d) The Employer may require the Employee to provide evidence that would satisfy a reasonable person:
 - (i) that the Employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the Employee.
- (e) No payment is required where evidence is required by the Employer and not provided by the Employee.

43.4 **Voluntary emergency management activity (VEMA)**

- (a) An Employee engages in VEMA if:
 - (i) They voluntarily participate;
 - (ii) The activity involves dealing with an emergency or natural disaster;

- (iii) They are a member of, or have a member like association with a recognised emergency management body (REMB); and
- (iv) The REMB requests their participation.

44. CEREMONIAL LEAVE

44.1 Basic Entitlement

An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one (1) year, with the approval of the Employer.

PART E – CLASSIFICATIONS

45. CLASSIFICATIONS

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

PART F – OTHER PROVISIONS

46. SALARY PACKAGING

If the employer is eligible under relevant legislation to offer salary packaging, the employer will offer eligible employees the opportunity to package their salaries in accordance with the Employer's salary packaging program subject to the provision of this Clause.

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

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

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

In the event that the Employee ceases to be employed by the Employer (including through redundancy) this Agreement will cease to apply as at the date of termination

and all entitlements due on termination will be paid at the rate provided for in this agreement. Any outstanding benefits still due under a Salary Packaging Agreement upon termination will be paid as cash wage benefit.

Where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the Employer and the Employee must give two (2) months' notice, except in circumstances in which an employee ceases to be employed by the Employer.

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

47. SUPERANNUATION

- 47.1 The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions.
- 47.2 The Employer shall make superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
 - (b) Any other complying fund upon a request from the Employee and with the consent of the Employer.
- 47.3 The Employer will contribute to the Fund where required by law. The percentage contributed by the Employer will be as required by legislation at the relevant time.
- 47.4 'Ordinary time earnings' are currently defined by the legislation and includes allowances for Ordinary Hours of Work. For the avoidance of doubt, this includes hours in addition to contracted hours paid at ordinary rates. Such allowances include those such as shift allowances. However, they do not include those that arise during overtime (such as meal allowance) other than in circumstances required by legislation and will not include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry and uniform). The parties acknowledge that the legislative definition of 'ordinary time earnings' may vary and, in that event, the legislative definition shall apply.
- 47.5 If the Employer seeks an exemption from monthly payments to the Fund, the Employees shall be notified in writing prior to the application being

made. Upon request from an Employee, the Employer must provide a copy of the remittance receipt from the Fund showing the contributions made on the Employee's behalf or make it available for inspection and the Employee shall be entitled to take a copy. Late payment for reasons beyond the control of the Employer and non-allocation by the Fund shall not constitute a breach of this Agreement.

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

Voluntary Contributions

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

Salary Sacrifice

- 47.9 An Employee may make an agreement with the Employer for salary sacrifice.
- (a) The Employee must specify an amount or a percentage of ordinary time earnings by which his or her salary is to be reduced ("the salary sacrifice").
 - (b) The salary sacrifice will be deducted from the Employee's salary and contributed by the Employer to the Fund each month.
 - (c) The Employer will continue to calculate the contributions required by Clause 47.3 and the *Superannuation Guarantee (Administration) Act 1992* on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
 - (d) Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.

- (e) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- (f) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two (2) occasions in each calendar year.

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

48. TERMINATION OF EMPLOYMENT

48.1 An Employee's employment may be terminated by either party giving the other party the written notice specified in the following table:

	Employee's period of Continuous Service with the Employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

In addition to the notice provided in the above table, the period of notice will be increased by one (1) week if an Employee is over forty five (45) years old and has completed at least two (2) years Continuous Service with the Employer at the end of the day the notice is given.

48.2 Notwithstanding Clause 48.1, the Employer may terminate an Employee's employment without notice (or payments in lieu of notice) for serious misconduct in accordance with the meaning of serious misconduct as defined in the relevant legislation.

49. REDUNDANCY

49.1 Entitlement to Redundancy Pay

An Employee is entitled to redundancy pay and the other entitlements under this Clause 49 if the Employee's employment is terminated at the Employer's initiative because the Employer no longer requires the job done by the employee to be done by anyone because of changes in the operational requirements of the employer's enterprise, except where this is due to the ordinary and customary turnover of labour.

49.2 Redundancy entitlements will be as follows:

- (a) Clinical Employees are to receive entitlements in accordance with NES subject to the following variations:
- (i) those engaged by the Employer on or before 31 March 2009 will be entitled to two (2) weeks' pay for each completed year of service and pro rata for an uncompleted year of service
 - (ii) those engaged by the Employer after 1 April 2009 will be entitled to two (2) weeks' pay for each completed year of service and pro rata for an uncompleted year of service to a maximum of twenty six (26) weeks' redundancy pay

in substitution for the redundancy pay specified in Section 119(2) of the Act, or any successor provision.

- (b) Non-Clinical Employees will be entitled to two (2) weeks' pay for each completed year of service and pro rata for an uncompleted year of service to a maximum of twenty six (26) weeks' redundancy pay in substitution for the redundancy pay specified in Section 119(2) of the Act, or any successor provision.

Redundant employees will receive full payment of all accrued pro-rata long service leave after five years of service.

- (i) 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 (to a maximum of 26 weeks for non-nursing staff and all new staff employed after the 1st April 2009), multiplied by years of service, plus pro rata for any uncompleted year of continuous service.

- (c) For the purposes of this Clause, a week's pay means the Employee's Base Rate of Pay on contracted hours or the average hours worked over the previous 12 months period (excluding overtime); any entitlement to a Post Graduate Qualification Allowance under Clause 31 of this Agreement.; and any loadings and all-purpose allowances to which the employee is normally entitled.

- 49.3 (a) If a redundancy is likely to occur the Employer will actively explore all internal redeployment opportunities for Employees surplus to requirements.
- (b) 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.
- (c) 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.
- (d) 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.

Paid time off to seek alternative employment

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

Financial counselling

- 49.5 The Employer will pay for up to two sessions of financial counselling, 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.

Details of redundancy package to be provided

- 49.6 The Employer will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an Employee.

Notifying redundant employees of new vacancies

- 49.7 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.

PART G – ANCILLARY MATTERS

50. DISPUTE RESOLUTION

- 50.1 If a dispute relates to:
- (a) A matter arising under the Agreement; or
 - (b) The National Employment Standards;
- this term sets out procedures to settle the dispute.
- 50.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 50.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 50.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 50.5 The Fair Work Commission may deal with the dispute in two stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

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

- 50.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) An Employee must comply with a direction given by the Employer to perform other available work at the same Facility, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 50.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

51. CONSULTATION

- 51.1 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

- 51.2 For a major change referred to in Clause 51.1(a):
- (a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) Clauses 51.3 to 51.9 apply.

- 51.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 51.4 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.
- 51.5 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.
 - (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.
- 51.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 51.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 51.8 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 Clause 51.2(a) and sub-Clauses 51.3 and 51.5 are taken not to apply.
- 51.9 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.
- (h) Redundancy

Change to regular Roster or Ordinary Hours of Work

- 51.10 For a change referred to in Clause 51.1(b):
- (a) The Employer must notify the relevant Employees of the proposed change; and
 - (b) Clauses 51.11 to 51.15 apply.
- 51.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 51.12 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.
- 51.13 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).

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

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

51.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in Clause 51.1.

52. NOTICE BOARD

The Employer shall make available a Notice Board in the Facility in a location accessible to Employees.

53. TRAINING

53.1 Employees must attend compulsory paid education as directed by the Employer including fire and emergency training, occupational health and safety training and manual handling training or any other training as may be required by regulatory bodies.

53.2 Employees required to attend compulsory training shall be paid for the period of training that the training has been scheduled for or in the event that the training time exceeds the scheduled time, Employees will be paid for the period of time attended. The minimum period of payment for training periods is one (1) hour.

54. OVERPAYMENT OF WAGES

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

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

54.2 At the meeting, the parties shall discuss whether the overpayment is agreed or disputed. If it is agreed, the provision at Clause 54.3 shall apply. If it is disputed, Clause 50 shall apply. For the avoidance of doubt, in the event that Clause 50 applies, the matter in dispute is whether or not an overpayment has occurred.

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

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

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

55. UNDERPAYMENT OF WAGES

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

SIGNING CLAUSES

Signed for and on behalf of Baptcare Ltd. (ABN 12 069 130 463) by:

Signature: [Handwritten Signature]

Name: Graham Dangerfield

Date: 9 May 2016

Address: 1193 Teerak Rd
Cammerwell VIC 3124

Explanation of authority to sign: CEO

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

Signature: [Handwritten Signature]

Name: Jim Jacobson

Date: 10/5/16

Address: 11 Clune St NEW TOWN
TAS 7008

Explanation of authority to sign: STATE SECRETARY

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

Signature: 

Name: Neroli Ellis

Date: 10 May 2016

Address: 182 Macquarie Street
Hobart TAS 7000

Explanation of authority to sign: Branch Secretary

APPENDIX A

CLINICAL EMPLOYEES

BASE RATES OF PAY

Classification	3.7% Effective 1 st full pay period January 2014	3% Effective 1 st full pay period January 2015	2.7% Effective 1 st full pay period January 2016	2.7% Effective 1 st full pay period January 2017
Enrolled Nurses/ Pay Point 1	\$23,52897	\$24,23483	\$24,88917	\$25,56117
Enrolled Nurse/ Pay Point 2	\$24,02741	\$24,74823	\$25,41643	\$26,10267
Enrolled Nurse/ Pay Point 3	\$24,525344	\$25,26110	\$25,94314	\$26,64361
Enrolled Nurse/ Pay Point 4	\$25,02391	\$25,77462	\$26,47053	\$27,18523
Enrolled Nurse/ Pay Point 5	\$25,52311	\$26,28880	\$26,99859	\$27,72755
Enrolled Nurse Level 2 (Med Endorsed) Year 1	\$25,90249	\$26,67956	\$27,39990	\$28,13970
Enrolled Nurse Level 2 (Med Endorsed) Year 2	\$26,40168	\$27,19373	\$27,92796	\$28,68201
Registered Nurse Level 1				
Pay Point 1	\$25,77207	\$26,54523	\$27,26195	\$27,99802
Pay Point 2	\$27,01930	\$27,82987	\$28,58127	\$29,35297
Pay Point 3	\$28,26540	\$29,11336	\$29,89942	\$30,70670

Pay Point 4	\$29.51200	\$30.39736	\$31.21808	\$32.06097
Pay Point 5	\$30.75810	\$31.68084	\$32.53622	\$33.41469
Pay Point 6	\$32.00532	\$32.96547	\$33.85553	\$34.76963
Pay Point 7	\$33.25081	\$34.24833	\$35.17303	\$36.12270
Pay Point 8 & thereafter	\$34.49741	\$35.53233	\$36.49170	\$37.47697
Registered Nurse Level 2				
Pay Point 1	\$35.74351	\$36.81581	\$37.80983	\$38.83070
Pay Point 2	\$36.57454	\$37.67177	\$38.68890	\$39.73350
Pay Point 3	\$37.40506	\$38.52721	\$39.56744	\$40.63576
Pay Point 4 & thereafter	\$38.23684	\$39.38394	\$40.44730	\$41.53937
Registered Nurse Level 3				
Pay Point 1	\$39.79513	\$40.98898	\$42.09568	\$43.23226
Pay Point 2	\$40.729544	\$41.95142	\$43.08410	\$44.24737
Pay Point 3	\$41.66446	\$42.91439	\$44.07307	\$45.26305
Pay Point 4 & thereafter	\$42.59950	\$43.87748	\$45.06217	\$46.27884
Registered Nurse Level 4				
Grade 1	\$47.58489	\$49.01243	\$50.33577	\$51.69483
Grade 2	\$47.58489	\$49.01243	\$50.33577	\$51.69483
Grade 3	\$47.58489	\$49.01243	\$50.33577	\$51.69483
Grade 4	\$51.22099	\$52.75762	\$54.18208	\$55.64499

**APPENDIX B
NON-CLINICAL EMPLOYEES**

BASE RATES OF PAY

Classification	3.7% Effective 1st full pay period January 2014	3% Effective 1st full pay period January 2015	2.7% Effective 1st full pay period January 2016	2.7% Effective 1st full pay period January 2017
Aged Care Employee Level 1	\$18.59504	\$19.15289	\$19.67002	\$20.20111
Aged Care Employee Level 2	\$19.36460	\$19.94554	\$20.48407	\$21.03714
Aged Care Employee Level 3	\$20.12871	\$20.73258	\$21.29235	\$21.86725
Aged Care Employee Level 4	\$20.36340	\$20.97430	\$21.54061	\$22.12220
Aged Care Employee Level 5	\$21.05110	\$21.68263	\$22.26806	\$22.86930
Aged Care Employee Level 6	\$22.18634	\$22.85193	\$23.46893	\$24.10259
Aged Care Employee Level 7	\$22.58477	\$23.26231	\$23.89039	\$24.53543

APPENDIX C
ALLOWANCES

Allowance	Effective as at the first full pay period from 1 January 2014	Effective as at the first full pay period from 1 January 2015	Effective as at the first full pay period from 1 January 2016	Effective as at the first full pay period from 1 January 2017
On Call Allowance – Monday to Friday	\$18.55 per 24 hour period or part thereof pursuant to Clause 24.8	\$18.55 per 24 hour period or part thereof pursuant to Clause 24.8	\$18.55 per 24 hour period or part thereof pursuant to Clause 24.8	\$18.55 per 24 hour period or part thereof pursuant to Clause 24.8
On Call Allowance – Saturday	\$27.94 per 24 hour period or part thereof pursuant to Clause 24.8	\$27.94 per 24 hour period or part thereof pursuant to Clause 24.8	\$27.94 per 24 hour period or part thereof pursuant to Clause 24.8	\$27.94 per 24 hour period or part thereof pursuant to Clause 24.8
On Call Allowance – Sunday	\$32.60 per 24 hour period or part thereof pursuant to Clause 24.8	\$32.60 per 24 hour period or part thereof pursuant to Clause 24.8	\$32.60 per 24 hour period or part thereof pursuant to Clause 24.8	\$32.60 per 24 hour period or part thereof pursuant to Clause 24.8
In-Charge Allowance	\$30.00 per shift pursuant to Clause 29	\$30.00 per shift pursuant to Clause 29	\$30.00 per shift pursuant to Clause 29	\$30.90 per shift pursuant to Clause 29
Post Graduate Certificate	4% of the Base Rate of Pay pursuant to Clause 31	4% of the Base Rate of Pay pursuant to Clause 31	4% of the Base Rate of Pay pursuant to Clause 31	4% of the Base Rate of Pay pursuant to Clause 31
Post Graduate Diploma or Degree	6.5% of the Base Rate of Pay pursuant to Clause 31	6.5% of the Base Rate of Pay pursuant to Clause 31	6.5% of the Base Rate of Pay pursuant to Clause 31	6.5% of the Base Rate of Pay pursuant to Clause 31
Masters or Doctorate	7.5% of the Base Rate of Pay pursuant to Clause 31	7.5% of the Base Rate of Pay pursuant to Clause 31	7.5% of the Base Rate of Pay pursuant to Clause 31	7.5% of the Base Rate of Pay pursuant to Clause 31
Meal Charges				
Two or three courses	\$6.00	\$6.18	\$6.37	\$6.56
Single hot or cold main course	\$4.00	\$4.12	\$4.24	\$4.37

Meal Allowance				
Breakfast	\$9.05	\$9.32	\$9.60	\$9.89
Lunch (or midday meal)	\$10.00	\$10.30	\$10.61	\$10.93
Dinner (or evening meal)	\$17.65	\$18.18	\$18.73	\$19.29
Uniform Allowance	\$10.00 per fortnight as an allowance (inclusive of a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week whichever is the lesser amount)	\$10.30 per fortnight as an allowance (inclusive of a laundry allowance of \$0.33 per shift or part thereof on duty or \$1.53 per week whichever is the lesser amount)	\$10.61 per fortnight as an allowance (inclusive of a laundry allowance of \$0.34 per shift or part thereof on duty or \$1.58 per week whichever is the lesser amount)	\$10.93 per fortnight as an allowance (inclusive of a laundry allowance of \$0.35 per shift or part thereof on duty or \$1.63 per week whichever is the lesser amount)
Foul and Nauseous Linen	\$0.40 per hour (or part thereof) whichever is less (to a maximum of \$3.60 per day)	\$0.41 per hour (or part thereof) whichever is less (to a maximum of \$3.71 per day)	\$0.42 per hour (or part thereof) whichever is less (to a maximum of \$3.82 per day)	\$0.43 per hour (or part thereof) whichever is less (to a maximum of \$3.93 per day)

APPENDIX D - CLASSIFICATIONS

CLINICAL EMPLOYEES

Enrolled nurse – pay point 1

Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

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 the Nursing and Midwifery Board of Australia or its successor; 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.

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

Pay point 2 refers to the pay point to which an EN has been appointed.

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 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma 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.

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

Pay point 3 refers to the pay point to which an EN has been appointed.

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.

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

Pay point 4 refers to the pay point to which an EN has been appointed.

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 3; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

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

Pay point 5 refers to the pay point to which an EN has been appointed.

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 4; and

the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

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.

Enrolled nurse – medication-endorsed means an enrolled nurse holding an endorsement to administer medications issued by the AHPRA and who is required by the Employer to so administer medications.

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

Registered nurse – level 1 (RN1)

An Employee at this level performs their duties:

according to their level of competence; and

under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

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

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)

An Employee at this level:

holds any other qualification required for working in the Employee's particular practice setting; and

is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this sub-clause on a continuing basis.

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

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)

An Employee at this level:

holds any other qualification required for working in the Employee's particular practice setting; and

is appointed as such by a selection process or by reclassification from a lower level when that the Employee is required to perform the duties detailed in this sub-clause on a continuing basis.

An Employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

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

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.

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.

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)

An Employee at this level:

holds any other qualification required for working in the Employee's particular practice setting; and

is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this sub-clause on a continuing basis.

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

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

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

Duties of an Assistant director of nursing (clinical) will substantially include, but are not confined to:

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.

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.

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.

Nurse undertaking post graduate training

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

Enrolled nurse upgrading to registered nurse

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

An enrolled nurse commencing as a registered nurse shall be paid as a Level 1 year 3 registered nurse for their first year of service.

Employees who undertake further training

In recognition of the need to retain staff within the Aged Care sector, where an employee completes a period of study that entitles them to seek registration with AHPRA either as an enrolled nurse or registered nurse and they wish to continue their employment with the employer, they shall be transferred to a position as an enrolled or registered nurse within the facility on successful completion of the training, where such position is available and where the employee is suitable for the position.

Accelerated advancement

A registered nurse level 1 with an undergraduate nursing qualification shall commence at RN Level 1 year 2 following their initial registration with AHPRA.

NON-CLINICAL EMPLOYEES

Aged care Employee – level 1

Entry level:

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

An Employee at this level:

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

Indicative 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 year's service)

Food services assistant

Personal care worker grade 1

Laundry hand

Cleaner

Gardener/Handyperson (unqualified)

Driver (less than 3 ton)

Aged care Employee – level 3

An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (second and subsequent years of service)	Cook	Personal care worker grade 2
Receptionist		Recreational/ Lifestyle activities (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 worker grade 4	Personal care

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.

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 supervisor	Personal care worker grade 5
Interpreter (qualified)		
Gardener superintendent		
General services supervisor		

APPENDIX E

SUPPORTED WAGE SYSTEMS

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

2. In this schedule:

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

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

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

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

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

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

3. **Eligibility criteria**

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

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

4. Supported wage rates

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

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

- 4.2 Provided that the minimum amount payable must not be less than \$80 per week.
- 4.3 Where an Employee's assessed capacity is 10% they must receive a high degree of assistance and support.

5. Assessment of capacity

- 5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.
- 5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as time and wages record in accordance with the Act.

6. Lodgment of SWS wage assessment agreement

- 6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the Fair Work Commission.
- 6.2 All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a union has an

interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

7. Review of assessment

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

8. Other terms and conditions of employment

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

9. Workplace adjustment

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

10. Trial period

- 10.1 In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 10.3 The minimum amount payable to the Employee during the trial period must be no less than \$80 per week.
- 10.4 Work trials should include induction or training as appropriate to the job being trialled.
- 10.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 5.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2016/1170

Applicant:

Baptcare Ltd.

Undertaking- section 190

I, Graham Dangerfield, Chief Executive of Baptcare Ltd give the following undertakings with respect to the Baptcare Ltd trading as Baptcare Karingal Community Care – Enterprise Agreement 2015 ("the Agreement"):

1. I have the authority given to me by Baptcare Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. Notwithstanding Clause 49.2 of the Agreement, redundancy will be no less beneficial than the National Employment Standards (NES).
3. Notwithstanding Clause 38.4 an employer may direct an employee to take annual leave subject to the following limitations, including:
 - (i) Before an employer can direct that leave be taken, the employer or employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.
 - (ii) If agreement is not reached under (i), the employer may give a written direction to the employee to take a period of periods of paid annual leave. Such a direction must not:
 - a) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks;
 - b) require the employee to take any period of leave of less than one (1) week;
 - c) require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee; or
 - d) require the employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the employee;

Employer name: Baptcare Ltd

Authority to sign: Chief Executive

Signature: 

Date: 20/6/16