



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mt St Vincent Nursing Home & Therapy Centre Inc.
(AG2016/2894)

MT. ST. VINCENT NURSING HOME AND THERAPY CENTRE STAFF AGREEMENT 2015

Tasmania

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 9 JUNE 2016

Application for approval of the Mt. St. Vincent Nursing Home and Therapy Centre Staff Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Mt. St. Vincent Nursing Home and Therapy Centre Staff 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 Mt St Vincent Nursing Home & Therapy Centre Inc. The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Nursing and Midwifery Federation and 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) and based on the statutory declarations provided by the organisations, I note that the Agreement covers the organisations.

[4] The Agreement was approved on 9 June 2016 and, in accordance with s.54, will operate from 16 June 2016. The nominal expiry date of the Agreement is 1 July 2018.



DEPUTY PRESIDENT

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Mt St Vincent Nursing Home & Therapy Centre
a Special Work of the St Vincent de Paul Society

MT ST VINCENT NURSING HOME AND THERAPY CENTRE STAFF AGREEMENT 2015

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

1 **TITLE**

Mt. St. Vincent Nursing Home and Therapy Centre Staff Agreement 2015 (‘the Agreement’).

2 **ARRANGEMENT**

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- (a) This Agreement shall come into operation seven days after the agreement is approved by the Fair Work Commission.
- (b) The Agreement shall remain in force until the nominal expiry date, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.
- (c) Notwithstanding the above, the employer undertakes to commence payment of the first wage increase due under this Agreement from the first full pay period on or after 1 July 2015 and any accruing penalty rates, allowances and entitlements from the first full pay period on or after 1 January 2016.
- (d) The Agreement has a nominal expiry date of 1 July 2018.
- (e) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

4 APPLICATION

This Agreement covers the wages and conditions of staff employed by Mt. St. Vincent Nursing Home and Therapy Centre ('the employer').

5 PARTIES BOUND BY THIS AGREEMENT

This Agreement is binding on –

- (a) the Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (b) the Health Services Union, Tasmania Branch; and
- (c) Mt. St. Vincent Nursing Home and Therapy Centre; and
- (d) all staff employed by the employer in positions classified in this Agreement.

6 SUPERSESION AND SEVERANCE PROVISIONS

- (a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.

- (c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- (d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

Transitional arrangements and Grandfathering provisions

- (f) This agreement contains transitional arrangements and Grandfathering provisions which specify when particular parts of the Agreement come into effect. The transitional arrangements and Grandfathering provisions are incorporated in clauses in the main part of the agreement.

Posting Of The Agreement

- (g) The employer must ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

7 DEFINITIONS

Act means the *Fair Work Act 2009*.

Agreement means the *Mt St Vincent Nursing Home and Therapy Centre Staff Agreement 2015*

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

AHPRA means the Australian Health Practitioner Regulation Agency.

Award(s) means any applicable award or agreement and includes those howsoever described in the Act as an award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award.

Base Rate of Pay has the same meaning as per the NES and means the hourly rate of pay that the employee receives for Ordinary Hours of Work. The Base Rate of Pay is achieved by taking the specified annualised amount in Schedule 1 divided by 52 to achieve the weekly rate and then divided by 38

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

Continuous Service means continuous service notwithstanding any absence from work on account of personal sickness or accident

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

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

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

'De facto partner' means:

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

Employer means Mt. St. Vincent Nursing Home & Therapy Centre, a Provider under the *Aged Care Act 1997* or as amended.

Enrolled Nurse means a nurse registered as such with the *Health Practitioners Regulation National Law Act (Tasmania) 2010*

Executive Staff means the Director of Nursing

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

Full Rate of Pay means the Base Rate of Pay plus any applicable penalties, loadings, and allowances.

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

- (a) a spouse, de facto partner (including a same-sex partner), child, parent, grandparent, grandchild or sibling of the employee;
- (b) child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

Household; the following are members of an employee's household: any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived in the same dwelling as the employee.

NAPSA means a National Agreement preserving a State Award and has the meaning in the Act

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

Part-Time Employee means an employee engaged to work less than 38 hours per week, on a regular and systematic basis. The minimum period of each engagement shall be two (2) hours. Where a Part Time employee is offered and accepts in writing more hours than their usual or contracted hours these hours shall not be considered overtime provided that the total hours worked exceed the hours specified in Clause 13.

Part-Time Shift Worker means a part-time employee who holds a position on a Shift Roster as per clause 23.

Registered Nurse means a nurse registered as such with the *Health Practitioners Regulation National Law Act (Tasmania) 2010*

Relevant Agreement rate means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification in Schedule One (1), excluding all allowances, loadings etc.

Remote Call means an employee rostered to be available for call but allowed to leave the workplace.

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

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

'Spouse' includes former spouse.

Trainee Enrolled Nurse means an employee undergoing an approved training course in enrolled nursing under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*

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

8 CONTRACT OF EMPLOYMENT

- (1) Employment of full time and part-time employees is to be by the fortnight.
- (2) Employees, other than casual employees, are entitled to be paid in respect of any week at their relevant rate as specified in this Agreement, including shift and weekend loadings and overtime where applicable, if –
 - (a) due to the act, default or order of their employer they do not work for their full number of ordinary hours; and
 - (b) they are ready, willing and available to work their full number of ordinary hours in that week.
- (3) Each employee shall receive a contract of employment; including their employment status, classification, position title and day or shift worker.
- (4) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated by notice as prescribed *by Fair Work Act 2009* or by the payment of salary in lieu thereof.

The notice prescribed under the Act is as follows:

Notice Of Termination By The Employer

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

Period of Continuous Services	Period of Notice
1 year or less	1 week

Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) Notwithstanding the foregoing provisions, In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within six months of such termination, the period of traineeship shall be counted as service in determining any future entitlements.

Notice Of Termination By The Employee

- (g) An employee will give the employer 14 days' notice of intention to resign his or her employment. An employee who fails to give such notice will have the wages and entitlements calculated to the actual day of ceasing work.
- (h) Upon the termination of the services of any employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

Instant Dismissal

- (i) The Employer shall have the right to dismiss the Employee without notice for serious misconduct as defined in the *Fair Work Act 2009* and in such cases the wages shall be paid up to the time of dismissal only.

Discussions Prior To Decision To Terminate Employment

- (i) Where disciplinary action may be necessary, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues. In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file. In exceptional circumstances if the actions leading to disciplinary action are serious but not to the extent that warrants summary dismissal, a first and final warning may be considered.
- (ii) If the problem continues, the employee will again be notified in writing of the matter and a response requested from the employee. If appropriate, a

second warning in writing will be given to the employee and recorded on the employee's personnel file.

- (iii) In the event that the problem continues, the employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the employee and recorded on the employee's personnel file.
- (iv) In the event of the matter recurring, then the employee may be terminated after the matters have been investigated and reasons sought from the employee.
- (v) Summary dismissal of an employee may still occur for acts of 'serious misconduct' as defined in the *Fair Work Act 2009* or as amended.
- (vi) During all steps in the Disciplinary Procedure, the employee has the right to representation of his or her choice.
- (vii) Except in the case of serious matters that fall short of misconduct, records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. If an employee has a warning in place for more than twelve months then that employee has the right to seek a review of the warning to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of his or her choice.

PROBATIONARY PERIOD

- (a) Employment, save for casual employees, is subject to a Probationary Period of 3 months.
- (b) The Probationary Period is a period where both the Employee and the Employer can assess each other's performance, capacity and suitability.
- (c) Where an Employee determines that the Employer has not for any reason met their requirements they may inform the Employer at any time during the Probationary Period that they wish to terminate their employment at their own initiative and provide 1 week's notice of the termination of employment or payment in lieu thereof.
- (d) The Employer shall complete a Probationary Review at any time prior to the conclusion of the Probationary Period and inform the Employee of the outcome of this review under the following terms:
 - (i) Where the Employer has determined that the employee has satisfactorily completed probation, employment will continue as per this Agreement save for references to the Probationary Period; or
 - (ii) Where the Employer, as a consequence of the Probationary Review, has determined that the Employee has not for any reason met their requirements the Employee will be given 1 week's notice of the termination of employment or payment in lieu thereof.
- (e) If required the probationary period may be extended by a further 3 months by mutual agreement.

9 CASUAL EMPLOYEES

- (1) A casual employee's engagement is by the hour.
- (2) Notwithstanding (2) above if required to attend for work a casual employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement.
- (3) Where an employer has engaged a casual employee in accordance with this clause the employer shall give notice of cancellation of the engagement twelve hours before the scheduled commencing time in the case of a day shift, and six hours before the scheduled commencing time of either an afternoon or night shift.

PROVIDED THAT, if the minimum notice of cancellation of the engagement is not given, the employee is to be paid two hours pay.

- (4) A casual employee whose engagement is cancelled without the minimum notice specified in (4) above and who has incurred child care fees shall, upon providing the employer with documentary proof of the expenditure so incurred, be reimbursed in full.

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

- (5) The rate of pay for ordinary hours of work is the relevant hourly rate, plus a loading in lieu of annual leave, personal leave and public holidays.
- (6) 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.
- (7) The casual loading shall be 25% for the life of this agreement.

- (a) A casual employee rostered to work a public holiday shall be paid double time the casual loaded rate for that day.

(8) Casual Conversion

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

- (i) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or

- (ii) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

- (b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

- (c) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

10 PART-TIME EMPLOYEES

- (1) Part-time employees shall be entitled to annual leave, public holidays and personal leave as prescribed in Clauses 24, 27 and 25 provided that payment shall be made at the rate normally paid to such employees for a similar period of time worked. The wage rates payable per hour shall be one thirty-eighth of the relevant full-time hourly rate.
- (2) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and starting and finishing times each day. Any agreed variation to the hours of work will be in writing.
- (3) Review of Part-time Hours
 - (a) At the request of a part time employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their agreed hours to be worked then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (b) Any adjusted guaranteed agreed hours to be worked resulting from a review identified in subclause 10(3)(a) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
 - (c) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are an average of 38.

11 THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH

- (1) By negotiation with employer a spread of hours enabling a nine day fortnight can be organised.
- (2) Days of paid absence on public holidays and bereavement leave count toward payment of the accrued day off.
- (3) The paid day off accrued under the nine day fortnight is to be rostered to fall on a weekday i.e. Monday to Friday, and the employer will ensure that the accrued day off is rostered to fall either the day before or the day after rostered days off.

- (4) Where on a working day an employee is absent without pay, 26 minutes and 40 seconds for each such day of absence shall be deducted from payment of the employee's accrued day off.
- (5) Public holidays taken accrue towards an accrued day off.
- (6) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

12 HOURS OF WORK – DAY WORKERS

- (1) The ordinary weekly hours of work for full time employees are thirty-eight.
- (2) The ordinary hours of work specified in (1) above are to be worked over five days, Monday to Friday in continuous periods of eight hours per day between 7.00am and 7.00pm.
- (3) The spread of hours specified in sub-clause (2) above may by agreement between the employer and the majority of employees concerned be altered for all employees, or a section of employees provided the spread of hours is not to be greater than 12 hours.
- (4) Work performed before 7.00am and after 7.00pm Monday to Friday, other than by agreement as provided for in (3) above, is to be paid at overtime rates.

Make Up Time

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

PROVIDED THAT for the purpose of this Clause, where an employee's ordinary hours of work within the spread of hours 7.00am to 7.00pm have been fewer than thirty-eight in any week, hours worked outside that spread shall be deemed to be part of the employee's ordinary hours of work.

13 HOURS OF WORK – SHIFT WORKERS

- (1) Other than as provided for in (2) and (3) below, the ordinary hours of shift workers are not to exceed –
 - (a) 8 in any one day;
 - (b) 48 in any one week
 - (c) 76 hours in a fortnight.
- (2) Notwithstanding (1) above, by agreement between the employer and a majority of the employees in a particular ward or work area, the ordinary hours of work for night shift employees may be extended to ten per day, to be paid at the appropriate shift rate.
- (3) Notwithstanding (1) above, by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of ten per day.

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

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

Daylight Saving

- (6) At the changeover of time consequent upon daylight saving in each year –
 - (a) employees shall be paid for actual time worked irrespective of the length of the shift; and
 - (b) employees paid in accordance with (a) are not entitled to payment for the one hour lost.

14 CLASSIFICATIONS

14A Nursing Employees

- (1) **Student/trainee Enrolled Nurse** means an employee undergoing an approved training course in enrolled nursing under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010* or as amended.
- (2) **Enrolled Nurse** means a nurse enrolled with Australian Health Practitioner Regulation Agency (AHPRA).
- (3) **Enrolled Nurse – Medication-Endorsed** means an Enrolled Nurse holding an endorsement to administer medications issued by the Nursing and Midwifery Board and who is required by the employer to so administer medications.
- (4) **Registered Nurse** means a nurse registered as such with Australian Health Practitioner Regulation Agency (AHPRA).
- (5) **Registered Nurse – Level 1** means a Registered Nurse who is not otherwise classified within a Level of registered nurse positions.
- (6) **Registered Nurse – Level 2** means a Registered Nurse who is engaged as such; and –
 - (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
 - (b) has the ability and skills to provide guidance to Level 1 registered nurses; and
- (7) **Registered Nurse – Level 3** means a Registered Nurse who is engaged as such, and may be referred to as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.

- (8) **Registered Nurse – Level 4** means a Registered Nurse who is engaged as such and may be referred to as Assistant Director of Nursing – Care, Assistant Director of Nursing – Management, or Assistant Director of Nursing – Staff Development.
- (a) An **Assistant Director of Nursing – Care** is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of care units.
- (b) An **Assistant Director of Nursing – Management** is responsible and accountable for management resources in an assigned number of management.
- (c) An **Assistant Director of Nursing – Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the Nursing Board of Tasmania, or staff development programs.
- (9) **Registered Nurse – Level 5** means a Registered Nurse who is engaged as Director of Nursing and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.

14B Non-Nursing Employees

Aged Care Worker—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.

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Personal Care
General Clerk	Food Services Assistant	
Laundry Hand		
Cleaner		

Aged Care Worker 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.

- requires specific on-the-job training for data input into care programs

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Personal Care
General Clerk/Typist	Food Services Assistant	Extended Care Assistant (ECA1)
Laundry Hand		
Cleaner		
Gardener		
Maintenance/Handy Person (limited experience)		

Aged Care Worker—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills;
- requires specific on-the-job training and/or relevant skills training or experience including basic data input in a computerised care program; 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	Cook	Extended Care Assistant (ECA2)
Receptionist		
Pay Clerk		
Driver (less than 3 tonne) who is required to hold a recognised First Aid Certificate		
Maintenance Employee – not qualified		

Aged Care Worker—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.
- Is capable of basic data entry into computerised care programs in relation to nursing notes

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Personal Care
Senior Clerk	Senior Cook	Extended Care Assistant (ECA3)
Senior Receptionist		Recreational/Lifestyle Activities Officer (unqualified)
Maintenance/Handyperson (qualified)		

Aged Care Worker—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);
- is capable of more complex computer data input;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, and/or relevant skills training or experience. Must hold a relevant qualification (Certificate IV) in an Aged Care specific course and/or holds current Medication Endorsement

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Personal Care
	Chef	Extended Care Assistant – participates in medication endorsement
		Recreational/Lifestyle Activities Officer (qualified)

Aged Care Worker—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;

- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Personal Care
Senior Maintenance Tradesperson	Senior Chef	

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		

(15) SALARY INCREASES

- (a) The salaries for Staff set out in Schedule 1 and 2 will be increased by:

- (i) \$0.80 on or after the first full pay period commencing 1 July 2015; and
- (ii) \$0.85 on or after the first full pay period commencing 1 July 2016; and
- (iii) \$0.90 on or after the first full pay period commencing 1 July 2017.

PROVIDED THAT during the life of this Agreement, the salary rates specified in this Agreement will as a minimum be maintained at a level not less than the salaries prescribed in the *Nurses Award 2010* and *Aged Care Award 2010*.

16 SUPERANNUATION

- (1) For the purpose of this clause and this Agreement the **nominated fund** means the Health Employees Superannuation Trust Australia or any successor.

- (2) Superannuation contributions for each eligible employee are to be made to a fund of the employee's choice as specified in writing by the employee. The contribution made by the employer must not be less than in accordance with and as specified in the *Superannuation Guarantee (Administration) Act 1992* or as amended.
- (3) In circumstances where eligible employees do not inform the employer of their choice of superannuation fund, as provided for in sub-clause (2), the employer will remit the appropriate contributions for such employees to the nominated fund.
- (4) Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.
- (5) Superannuation contributions shall be made as a minimum, on a monthly basis.
- (6) The Employer agrees to superannuation contributions on the Federal Government Paid Parental Leave Scheme entitlements. Employees who take paid parental leave will be entitled to a contribution while on leave that is not less than in accordance with and as specified in the *Superannuation Guarantee (Administration) Act 1992* or as amended and will be on the base rate of pay.)

17 SALARY PACKAGING AND SALARY SACRIFICE

- (1) 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.
- (2) In the event that the employer ceases to attract exemption from payment of Fringe Benefits tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in this Agreement.
- (3) The employer recommends that employees who are considering salary packaging seek independent financial advice. To facilitate this, the employer will provide the employee with a copy of any proposed Agreement prior to the employee being required to sign such an Agreement. The employer shall not be held responsible in any way for the cost or outcome of any financial advice.
- (4) Superannuation contributions, overtime and shift penalties, workers compensation payments, annual leave loading and wage increases under this Agreement will be calculated on the employee's pre-packaged rate of pay.
- (5) In the event that the employee ceases to be employed by the employer (including through redundancy) this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in this agreement. Any outstanding benefits still due under a Salary Packaging Agreement upon termination will be paid as cash wage benefit.
- (6) Where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employer and the employee must give two months' notice, except in circumstances in which an employee ceases to be employed by the employer.
- (7) By agreement with the employer, an employee may also sacrifice an amount of their wage and have that sacrificed amount contributed to a superannuation fund.

Where applicable, the provisions of this clause will apply to salary sacrifice arrangements.

18 ALLOWANCES

(A) Higher Duties and In-charge Allowance

- (1) A nurse who, for a period of five or more consecutive working days, performs the duties of a position higher than those of the employee's normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.

- (2) A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit where a Level 3 Nurse is normally employed, shall be paid \$33.74 for each shift worked.

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

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

- (3) An employee other than a nurse engaged continuously for half their rostered shift or more on duties carry a higher rate than their ordinary classification, will be paid the higher rate for the day. If the work is less than half their rostered shift the employee will be paid the higher rate for the time worked.

(B) Post Graduate or Higher Qualification Allowance

- (1) A Registered Nurse, an Enrolled Nurse, an Extended Care Assistant or a Recreational /Lifestyle Officer who holds a post graduate qualification or higher than required qualification shall be paid an allowance, in addition to salary, as follows –

- (a) for a post graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate of pay;
- (b) for a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the relevant hourly rate of pay;
- (c) a masters or a doctorate – 7.5% of the relevant hourly rate of pay;

- (d) for any other relevant qualification – 2.5% of the relevant hourly rate of pay.

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

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

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

(C) Meal Allowance When Required To Work Away From Usual Workplace

- (1) Where employees are required to travel away from their usual worksite and are more than sixteen kilometres away from that worksite at their usual meal time they are to be paid a meal allowance for any meal purchased as follows –

- (a) breakfast –\$9.28;
- (b) lunch or midday meal – \$10.24;
- (c) dinner or evening meal – \$18.05

(D) Buddy Shift/Orientation Shift

Employees who are required to act in a buddy role to assist in the orientation of new employees will be paid an allowance of \$1.12 per hour. The allowance is to be paid up to and including a maximum of three (3) shifts.

(E) Foul and Nauseous Linen

- (a) Employees employed to work in the laundry are to be paid an allowance of \$0.27 per hour if they are engaged in handling linen of a nauseous nature, other than linen sealed in airtight containers or appropriate bags especially designed to handle such linen and/or for work which is of an unusually dirty or offensive nature.
- (b) An allowance of \$0.27 per hour will be paid to care employees engaged in handling linen of a nauseous nature during a gastro outbreak, other than linen sealed in airtight containers or appropriate bags especially designed to handle such linen and/or for work which is of an unusually dirty or offensive nature, having regard to the duty normally performed by such employee in such classification.

(F) Uniforms

- (a) Employees, other than Executive Staff, will be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms or by mutual agreement be paid an allowance of \$7.03 per week including periods of approved paid leave.
- (b) Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.36 per shift or part thereof on duty or \$1.68 per week, whichever is the lesser amount.
- (c) An employee, on leaving employment, if required by the employer, will return any uniform provided by the employer which is still in use by the employee immediately prior to leaving employment.

(G) Driving Licence Allowance

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

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

(H) Meal allowance

- (1) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.21 in addition to any overtime payment as follows:(a) When required to work after the usual finishing hour or work beyond one hour, or in the case of shiftworkers, when overtime work exceeds one hour.
- (b) Provided that where such overtime work exceeds four hours a further meal allowance of \$11.00 will be paid.

(I) Allowances Not To Be Taken Into Account

- (1) Allowances specified in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.
- (2) Sub clause (1) above notwithstanding, loading payable to casual employees is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments (for the avoidance of doubt, this means overtime will not be compounded on casual loading – a casual employee is entitled to base hourly rate + casual loading + overtime on base hourly rate rather than casual loaded rate x overtime rate).

19 PAYMENT OF WAGES

It is the responsibility of the employee to complete their time sheet. Where hours worked are not recorded by the employee on the time sheets and therefore a payment was not made for the hours worked, restitution will be made in the next following pay. It is the employee's responsibility to notify administration of the omission.

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

Time And Interval Of Payment

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

Method Of Payment Of Wages

- (5) Payment of wages shall be by direct bank deposit or some other method determined by the employer, provided that employees shall nominate into which bank or financial institution their wages are to be paid.

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

Statement Of Wages

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

Deduction Of Moneys

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

Late Payment of Wages

- (10) Except in circumstances beyond the control of the employer, and subject to (12) below, an employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid at overtime rates 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.
- (11) Payment at the overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

Provided that, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of salary.

Agreed alternative arrangements - no waiting time payment to apply

- (12) The provisions for payment of waiting time of (10) and (11) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment to be made.

PROVIDED THAT if the employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of (10) and (11) above until such time as the employee's wages are paid.

Payment Of Wages On Termination

- (13) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.
- (14) If payment at the time of termination is not practicable the employer shall, on the next working day of the pay office arrange for all of the employee's outstanding

pay and entitlements to be paid into the employee's nominated bank or other financial institution account.

- (15) Except in circumstances beyond the employer's control if the money is not posted within that time, or is not available at the nominated location, then any time spent waiting after the date of termination shall be paid for at ordinary rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is effected.

20 MEAL BREAKS

Meal Times – Day Workers

- (1) The minimum time allowed for meals shall be half an hour.

Work During Meal Break

- (2) 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 rate.
- (3) By arrangement with the relevant employees an unpaid meal break of not less than half an hour and not more than one hour shall be allowed on each day for employees who have worked in excess of four hours.
- (4) Where employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.
- (5) Unless agreed otherwise between the employer and employee(s), employee(s) 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.

Meal Break When Required To Work Overtime

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

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

21 OVERTIME

Requirement To Work Reasonable Overtime

- (1) Subject to (2) below an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.

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- (2) An employee may refuse to work overtime if it would result in the employee working hours which are unreasonable having regard to:
- (a) any risk to the employee's health and safety;
 - (b) the employee's personal circumstances including family responsibilities;
 - (c) the needs of the employer.
 - (d) the notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (3) Overtime is not to be worked without the prior approval of the employer.

Day Workers

- (4) Day workers will not be required to work on public holidays or weekends. Any extra hours worked within Monday to Friday (that is, hours worked outside the span of hours or outside the employee's rostered or normal hours of work) will be recorded as TOIL (if agreed) or be paid at overtime hours in accordance with subclause (5) below.
- (5) All hours worked by day workers in excess of ordinary hours of work will be paid as follows –
- (a) Monday to Saturday inclusive – time and a half for the first two hours and double time thereafter;
 - (b) Sunday – double time;
 - (c) Public holidays – double time.

Director of Nursing/Care

- (5) The Director of Nursing/Care is not entitled to payment for overtime.

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

Time Off In Lieu Of Payment For Overtime

- (6) By agreement between the employer and an employee, time off in lieu of overtime may be taken at the equivalent overtime rate specified in (5) above.

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

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

22 RECALL ARRANGEMENTS

- (1) An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, 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.
- (2) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (3) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

23 SHIFT WORKERS**Afternoon and night shift allowances**

- (1) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts –
 - (a) afternoon shift –15%;
 - (b) night shift – 17.5%
- (2) 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 rate for all time worked during ordinary working hours

PROVIDED that, an employee who elects to work night shifts only, will not be entitled to a 30% shift penalty whilst remaining on the permanent night shift

Grandfathering provision

Provided that nurses who were employed by the employer prior to the 2011 Agreement and were working night shift only, shall be entitled to a 30% loading whilst remaining on the permanent night shift.

Saturday Shifts

- (3) A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in (1) above.

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

Sunday And Holiday Shifts

- (4) Shift workers who work on a rostered shift, the major portion of which falls on a Sunday or a Public Holiday, shall be paid the following loadings –

- (a) Non-Nursing Staff and Nursing Staff
Sundays – 100%
- (b) Public Holidays – at the rate of double time of the relevant hourly rate.

PROVIDED THAT these loadings shall be in substitution for, and not cumulative upon, the shift allowance set out in sub clause (1) above.

- (5) The time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.
- (6) Where a shift falls partly on a holiday, the shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.
- (7) Where a shift worker is required to work on a public holiday and is granted a substitute day the loading specified in sub clause (5) above shall not apply.

Broken Or Split Shifts

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

PROVIDED THAT work performed outside the spread of nine hours on a broken shift is to be paid at double time.

- (9) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with the overtime provision in this clause and shiftwork provision, with shift allowances being determined by the finishing time of the broken shift.

Part-Time Shift Workers – Work Outside Rostered Shifts

- (10) The provisions of this clause apply to part-time shift workers.

PROVIDED THAT if an employee by choice and with written agreement with the employer works outside rostered shifts such work shall not attract overtime rates.

- (11) Where an employee is directed to work shifts other than in accordance with this clause the employee shall be entitled to overtime payments specified by this clause.

Rosters

- (12) There is to be a shift roster which must –

Rotation

- (a) make provision for rotation unless all of the employees concerned desire otherwise; and

Number Of Shifts

- (b) not roster any employee to work for more than eight shifts in any nine consecutive days; and

Roster Period

- (c) stipulate a twenty-eight day roster period which is to include an accrued day off in addition to eight rostered days off; and

Minimum Number Of Days Off

- (d) make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the employer and the employee(s) concerned; and

Change To Roster

- (e) not be changed without a minimum of four weeks notice.

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

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

Relief Staff

- (13) Staff required to provide relief on accrued days off are to be regarded as shift workers for all purposes of this Agreement except for an entitlement to additional annual leave.

Meal Break

- (14) A roster must show the time span of employees' unpaid meal breaks.

The employer shall be required to nominate at the time a shift roster is established which rosters or shifts will be eligible for a paid meal break after a shift roster has been established, including an unpaid meal break, paid meal breaks may also apply by mutual agreement.

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

PROVIDED THAT a day shift worker's meal break is to be taken between 12.00 midday to 2.00 p.m.

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

- (16) Meal breaks are unpaid for day work and day shift except –
- (a) if an employee is required to remain at the workplace and is available to be called upon to return to work during a meal break, the meal break is to be paid.
 - (c) Afternoon and Night shift employees will be entitled to a paid meal break
- (17) If an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee shall be allowed a meal break as soon as practicable during the remainder of the ordinary working hours.

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

Handover

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

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

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

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

OVERTIME

Payment For Overtime

- (20) Overtime is payable to shift workers in the following circumstances and at the following rates:
- (a) For work in excess of rostered hours on any one day (unless an agreement has been entered into under clause 10(2)) – time and half for the first two hours and double time thereafter; double time on Saturdays and Sundays; double time and half on public holidays.
 - (b) For work in excess of 8 hours per day or shift unless the employee has agreed to extend their hours pursuant to clause 13(2) or (3) – double time; double time and half on public holidays.
 - (c) For part-time or casual shiftworkers, work in excess of 76 hours per fortnight – double time; double time on public holidays.
 - (d) For casual shiftworkers – double time for all overtime.

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

PROVIDED FURTHER THAT no employee, shall receive a shift penalty in addition to the overtime rate.

Rest Period After Overtime

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

24 ANNUAL LEAVE

Period of Leave

Day Workers

- (1) Full time employees working a thirty-eight hour week are entitled to 152 hours annual leave after twelve months continuous service, less the period of annual leave, to be taken in a period of twenty-eight consecutive days, except where otherwise permitted under this Agreement.

Shift Workers

- (2) An employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker and/or works for four ordinary hours on 10 or more weekends in the 12 month period, in addition to the 152 hours prescribed in sub clause (1) above, shall have an extra thirty-eight hours annual leave, to be taken in a period of seven consecutive days including non-working days. Part-time shift workers are entitled to pro-rata provisions of this clause.

PROVIDED THAT if an employee with twelve months' continuous service is engaged for part of that period as a shift worker, the employee's entitlement to annual leave, in addition to the 152 hours prescribed in sub clause (1) above, is to be increased by 3.8 hours for each month the employee has been continuously engaged as a shift worker.

Director of Nursing/Care

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

Annual Leave Exclusive Of Public Holidays

- (4) Annual leave taken shall be exclusive of public holidays.

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

- (5) Notwithstanding sub clause (4) above, a part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee is rostered to work.

Annual Leave May Be Taken In More Than One Period

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

PROVIDED THAT annual leave taken as single days shall not exceed five in any calendar year.

Access to annual leave, as prescribed sub clause (6) shall be exclusive of any shutdown period provided for elsewhere under this Agreement, except in the Day Therapy Centre.

Time Of Taking Leave

- (7) Paid annual leave may be taken for a period agreed between an employee and his or her employer.

The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

- (8) **Cashing Out Annual Leave**

Where requested in writing by the employee, and where there is written agreement between the employer and the employee, an employee may cash out in excess of one year's leave entitlement of any annual leave accrued in each 12 month period.

Leave cannot be cashed out in advance of it being credited.

Any payments made in accordance with this clause will include any applicable leave loading and/or allowance payments that would have been payable if the leave was taken and not paid in lieu and must be given within a reasonable period.

The employer can refuse an employee's request to cash out leave on reasonable grounds.

Nothing in this clause nor in this agreement shall be taken in any way as forcing an employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the employee whether or not to forgo an entitlement to take an amount of annual leave.

Payment For Period Of Leave

- (9) Employees on annual leave are to be paid the amount of wages they would have received in respect of the ordinary hours of work which they would have worked if not for taking leave.
- (10) An employee before going on leave may elect to be paid the amount of salary that employee would have received for the ordinary hours of work during the relevant period.

Annual Leave Loading

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

Day Worker

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

Shift Worker

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

PROVIDED THAT an employee who would have received shift payments as specified in Clause 23 had the employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the relevant rate, then the employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the employee would have received in accordance with the employee's projected shift roster.

PROVIDED FURTHER THAT shift workers will be paid 17.5% loading on annual leave taken less than one week in total.

Calculation Of Continuous Service

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

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

Annual Leave Allowed In Advance

- (13) An employer may allow an employee to take annual leave before the employee has completed twelve months continuous service but in such circumstances a further period of annual leave does not begin to accrue until the employee has completed the period of twelve months continuous service relating to which the leave in advance was granted.

PROVIDED THAT where leave in advance has been granted to an employee, and the employee's employment ends before the completion of the period of twelve months continuous service relating to which the leave in advance was granted, the employer may, for each month of the period of twelve months continuous service not completed by the employee, deduct from whatever remuneration is payable to the employee upon termination of the employment one twelfth of the amount of annual leave granted in advance, which amount is not to include any sums paid for any of the public holidays prescribed by Clause 27.

Annual Leave Exclusive Of Certified Sick Leave

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

25 PERSONAL LEAVE

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

Purpose Of Personal Leave

- (2) Employees other than casual employees are entitled to paid personal leave for absences from work due to –
- (a) personal illness or injury (sick leave); or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) A personal illness, or personal injury, affecting the member; or
 - (ii) An unexpected emergency affecting the member.

Amount Of Personal Leave – Full time employees

- (3) A full time employee is entitled to twenty days (152 hours referenced to a thirty-eight hour week) of personal leave except that in the first year of employment the entitlement to personal leave is –
- (a) 22 hours and 48 minutes, plus 12 hours and 40 minutes for each completed month of employment.
- (4) Untaken personal leave accumulates from year to year without limitation.

Personal Leave

- (5) An employee who is absent from work because of personal illness, or an injury through accident, is entitled to paid sick leave at the employee's relevant rate exclusive of shift or weekend loadings or overtime subject to the following –
- (a) employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to Workers' Compensation;
 - (b) employees must as soon as possible inform the employer of their inability to attend for duty, and as far as is reasonable advise the nature of the injury or illness and the estimated duration of the absence;
 - (c) the onus is on employees to demonstrate to the satisfaction of a reasonable person that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed;
 - (d) Statutory Declarations, certification from other health care professionals may be used in lieu of medical certificates for access to certified personal and carer's leave.
- (6) An employee is entitled to access five (5) single days without medical certificate per year, which is not cumulative.

If an employee is absent on personal leave on the day immediately before or after an accrued day off the employee must provide a medical certificate in support in respect of the absence.

Special Leave

- (7) In circumstances an employee may make application to the employer to be granted special leave paid through personal leave entitlements. Special Leave is at the discretion of the employer and will only be granted where it is for an extraordinary circumstance and may be subject to evidence requirements. Special Leave may include Family Violence, Mental health and other special circumstances.
- (8) Family Violence

- (a) General Principle

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

- (b) Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member. It is the patterned use or coercive and controlling behaviour to limit, direct and/or shape a person's thoughts, feelings and actions.

(c) General Measures

- (i) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service, or Lawyer.
- (ii) All personal information concerning family violence will be kept confidential. No information will be kept on an employee's personal file without their express written permission.
- (iii) The employer will identify a contact person who will be trained in family violence and privacy issues. The employer will advise the name of the contact to all employees.
- (iv) An employee experiencing family violence may raise the issue with their manager or the contact person.
- (v) When requested by the employee, the contact person will liaise with the employee's manager on the employee's behalf and will make recommendations on the most appropriate form of support to provide in accordance with subclauses 4 and 5.
- (vi) The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

(d) Leave

An employee experiencing family violence will have access to their paid personal leave days for medical appointments, legal proceedings and other activities related to family violence. This leave must be taken from existing accrued personal leave. If insufficient accrued personal leave exists a combination of paid and unpaid leave will be allowed totalling up to 5 days each year. This leave may be taken as consecutive days or single days or as a fraction of a day and can be taken without prior approval.

(e) Individual Support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Mt St Vincent Nursing Home will approve any reasonable request from an employee experiencing family violence for:

- (i) Changes to their span of hours or pattern of hours;
- (ii) Job redesign or change to duties;
- (iii) A change to their telephone number or email address to avoid harassing contact;
- (iv) Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.

An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.

Part-Time Employees

- (9) Part-time nursing employees are entitled to accrue personal leave on a pro rata basis.

PROVIDED THAT in determining the amount of leave to which employees are entitled at any time, other than leave which has been accumulated, the average hours worked per week in the preceding three months shall be used, except that where employees have less than three months' service, the ordinary hours per week for which they were engaged shall be used.

PROVIDED FURTHER THAT in determining the amount of leave to be accumulated for the purposes of sub clause (4) above the entitlement shall be based on the average number of hours worked in the year less the amount of personal leave taken.

Proof Of Absence

- (10) If required by the employer, employees are to provide, a medical certificate or statutory declaration confirming the illness of the person for whom they claim paid carer's leave.

Notifying The Employer Of Absence On Carer's Leave

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

Unpaid Carer's Leave

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

26 PARENTAL LEAVE

Unpaid Parental Leave

- (1) Eligible employees are entitled to 12 months' unpaid parental leave under the NES.

Paid Parental Leave – Primary Carers

- (2) Eligible employees are entitled to 18 weeks' paid parental leave under the Federal Government Paid Parental Leave Scheme (PPLS).
- (3) The employer will supplement the minimum wage for an eligible employee, resulting in the employee receiving the base rate of pay for the 18 weeks as provided for in the Paid Parental Leave Scheme.
- (4) Paid parental leave may be paid:
- (a) On a normal fortnightly basis;
 - (b) At the rate of half pay over a period of 36 weeks on a regular fortnightly basis; or

- (c) Annual and/or long service leave entitlements can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

Paid Parental Leave – Partners

- (5) An eligible partner employee will be entitled to 2 weeks' paid paternity/adoption leave upon the birth of the child regardless of whether the infant's mother is on maternity leave.

Paid Parental Leave to Count as Service

- (6) Periods of paid parental leave will count as service for all purposes.

27 PUBLIC HOLIDAYS

Entitlement To Paid Public Holidays

- (1) Subject to the provisions of this Agreement employees, other than casual employees are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, and the first Monday in November where Hobart Regatta Day is not observed, or such other day(s) which may be observed in the locality in lieu of or made additional to any of these public holidays pursuant to the *Tasmanian Statutory Holidays Act 2000* as amended.
- (2) Payment for public holidays taken and not worked is to be at the rate of pay to which the employee would have been entitled if at normal work on that day.
- (3) In circumstances where an employee is required to work on a public holiday which applies at the employee's usual workplace, but the employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the employee's annual leave entitlement, or the employee may elect to take another working day in lieu of that public holiday.
- (4) If a public holiday is worked, the employee is to be paid at the rate of double time.

28 TRAVELLING AND EXCESS FARES

(a) Travel

- (i) Where the employer has approved intrastate or interstate overnight travel by the employee, the employee will be reimbursed all reasonable costs associated with such travel. Where practicable, the employee is to provide travel arrangements, including mode of transport and accommodation bookings, prior to the actual travel.
- (ii) If employees are required to use their own motor vehicles in connection with the business of the employer, they are to be reimbursed on a per kilometre travelled basis in accordance with the Australian Taxation Office (ATO) rates as amended provided rates will not be less than travelling rate expressed and updated in the Aged Care Award.

(b) Excess Fares

- (i) 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.
- (ii) PROVIDED THAT (i) does not apply to employees who drive their own vehicles to and from work.

29 NOTICE BOARD

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

30 CONSULTATION TERM

- (a) This term applies if:
 - (i) the Employer has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) the change is likely to have a significant effect on employees of the enterprise.
- (b) The Employer must notify the relevant employees of the decision to introduce the major change.
- (c) The relevant employees may appoint a representative including a Union for the purposes of the procedures in this term.
- (d) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant employees and their representative (if any):
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the employees; and
 - c. measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion – provide, in writing, to the relevant employees (and their representative (if any)) :
 - a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the employees; and
 - c. any other matters likely to affect the employees.

- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (ii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iii) the alteration of hours of work; or
 - (iv) the need to retrain employees; or
 - (v) the need to relocate employees to another workplace; or
 - (vi) the restructuring of jobs; or
 - (vii) changes to the legal or operational structure of the employer or business.
- (i) In this term, relevant employees mean the employees who may be affected by the major change.
- (j) Consultation about changes to rosters or hours of work
 - (i) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
 - (ii) The employer must:
 - A. provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - B. invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - C. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
 - (iii) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
 - (iv) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

31 REDUNDANCY

Requirement To Consult.

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

Redeployment And Retraining

- (3) If a redundancy is likely to occur –
 - (a) 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.

Notice Of Redundancy

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

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

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

Voluntary Redundancy

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

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

- (7) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility.
- (8) Wherever reasonably practicable involuntary redundancies will only be effected if there are no, or insufficient, volunteers for a voluntary redundancy package after expressions of interest have been sought and assessed from existing employees in accordance with sub clauses (6) and (7).
- (9) The employer is to consult with the affected employee (s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

Redundancy Package

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

Voluntary Redundancies

- (a) notice as specified in this clause, or payment in lieu of that notice; and
- (b) two weeks' pay for each completed year of service and pro rata for an uncompleted year provided that where this results in less pay than as provided in the National Employment Standards then the National Employment Standards will apply; and
- (c) payment for all accrued annual leave including leave loading.

Involuntary Redundancies

- (d) notice as specified in this clause, or payment in lieu of that notice; and
- (e) two weeks' pay for each completed year of service and pro rata for an uncompleted year provided that where this results in less pay than as provided in the National Employment Standards then the National Employment Standards will apply; and
- (f) payment for all accrued annual leave including leave loading; and
- (g) payment of pro rata long service leave for employees with more than five years continuous service.

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

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

Partial Redundancy Package For Changed Or Decreased Hours

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

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

Definition

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

Paid Time Off To Seek Alternative Employment

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

Financial Counselling

- (14) 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

- (15) 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

- (16) 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.

32 GRIEVANCE AND DISPUTE RESOLUTION

- (a) In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES (including subsections 65(5) or 76(4), or any other workplace matter; in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. The employee is entitled to have a representative, including a union, at any meeting. If such discussions do not resolve the dispute, the parties will

endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- (b) If a dispute about a matter arising under this award or a dispute in relation to the NES (including subsections 65(5) or 76(4) of the Act) or any other work related matter, is unable to be resolved at the workplace, and all appropriate steps under clause 6(a) have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- (c) The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration including powers under section 595(3) and 739(4) of the Act
- (d) Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- (e) An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (f) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.
- (g) While the dispute settlement procedure is being followed the parties will respect the status quo. However, the employer may direct the employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.

33 NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not pursue any claims, in respect to changes to salaries and conditions of employment covered by this Agreement, unless otherwise varied by the mutual agreement of the parties or operation of law.

34 FLEXIBILITY ARRANGEMENTS

- (a) To meet the genuine needs of Individual Employees and the Employer the parties may agree to vary the application of this agreement in relation to the following terms of the Agreement:
 - (i) Split Shifts
 - (ii) Hours of work;
 - (iii) Allowances; and
 - (iv) Leave loading.

- (b) Individual Flexibility Arrangements must be initiated by the Employee and will only be considered in exceptional circumstances to accommodate family and/or personal circumstances.
- (c) The Employer must ensure that any individual flexibility arrangements:
 - (i) Be about matters that would be permitted matters if the arrangement were an Enterprise Agreement; and
 - (ii) Not include a term that would be an unlawful term if the arrangement were an Enterprise Agreement.
- (d) The flexibility term must require that any individual flexibility arrangement is genuinely agreed to by the Employer and the Employee.
- (e) The Employer must ensure that any individual flexibility arrangement agreed to under the term must result in the Employee being better off overall than the Employee would have been if no flexibility arrangement were agreed to.
- (f) The Employer must ensure that any individual flexibility arrangement agreed to by the Employer and Employee under the term does not require the approval, or consent by another person.
- (g) The flexibility arrangement must require the Employer to ensure that an individual flexibility arrangement agreed to under the term must be able to be terminated:
 - (i) By either the Employee, or the Employer, giving written notice of not more than 28 days; or
 - (ii) By the Employee and the Employer at any time if they agree, in writing, to the termination.
 - (iii) The employee has an opportunity to seek advice from a representative or the union.
- (h) The Employer must ensure that any individual Flexibility Arrangement:
 - (i) Is agreed in writing and signed by the Employer and the Employee; and
 - (ii) If the Employee is under 18 years of age, is also signed by a parent of guardian of the Employee; and
 - (iii) A copy of the individual flexibility arrangement agreed to must be given to the Employee within 14 days after it is agreed to.
- (i) The Employer will not make the signing of an individual flexibility arrangement a condition of employment.
- (j) The employer will not:
 - (i) discriminate against an Employee on the basis they are, or are not, a party to an individual flexibility arrangement.
 - (ii) exert any undue pressure on a Employee to sign, or to terminate, an individual flexibility arrangement.

35 NO PRECEDENT

This agreement must not be used by any party as a precedent.

36 LONG SERVICE LEAVE

- (a) Notwithstanding the provisions of the Long Service Leave Act 1976, section 8 thereof or as amended, an employee who has completed a minimum of 10 years continuous service shall have the same entitlement under the Act pro rata (8.66 weeks) to take the period of accrued long service leave as employees who have completed 15 years of service.
- (b) Long Service Leave may be taken in two (2) periods. It shall be taken by agreement or otherwise as directed by the Employer on not less than three months notice.
- (c) Part time employees shall be paid for Long Service Leave on the basis of their average ordinary time earnings for the 12 month period preceding the period of long service leave
- (d) Payment for such period shall include shift penalties and loadings where those components would have been payable under the provisions of the *Long Service Leave Act 1976*.

PROVIDED THAT if employment is terminated and the employee has completed between 10 to 15 years' continuous service with the employer, the employee will be entitled to the payment of pro-rata long service leave.

37 PROFESSIONAL DEVELOPMENT/STUDY LEAVE

- (a) An employee is entitled to paid professional development/study leave of 3 days for full time employees and pro-rata for part-time employees per year if doing a course that is relevant to their employment.
- (b) Study Leave is not cumulative.

38 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.

39 ENROLLED NURSE UPGRADING TO REGISTERED NURSE

Enrolled Nurses who complete a period of study which qualifies them to seek registration as a Registered Nurse with the Australian Health Practitioner Regulation Agency shall, if they wish to continue in employment with the employer, be transferred to a position as a Registered Nurse Level 1 Year 3, if the employer has such a position available and if the employee is suitable for the position.

40 SALARY RE-ENTRY – REGISTERED NURSES

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

41 SALARY RE-ENTRY – ENROLLED NURSES

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

42 ACCELERATED ADVANCEMENT

- (a) Subject to (b) a Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the Nursing Board of Tasmania, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining –
 - (i) a UG1 degree in nursing; or
 - (ii) registration in another branch of nursing or on another nursing register maintained by the Nursing Board of Tasmania where the employee is working in a particular practice setting which requires the additional registration; or
 - (iii) successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.
- (b) A Registered Nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.

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

43 COMMUNITY SERVICE LEAVE

Community Service Leave will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 8 – Community Service

Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Community Service Leave covers Jury duty and Community emergency activity unpaid leave.

The employee shall notify the Employer as soon as practical of the date on which they are required to attend for Jury Service. The employee will also provide the Employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.

Upon notification to attend for Jury Service, the employee is required to submit a Leave Application Form.

44 COMPASSIONATE LEAVE

Compassionate Leave is a matter provided for in the NES (Division 7 – Personal/Carer's Leave and Compassionate Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Compassionate Leave

- (a) Employees (other than casual employees) are entitled to three (3) days paid leave or up to five (5) days paid leave for travel interstate or as otherwise agreed by employer, when a member of the employee's immediate family or household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life or dies. On the death of a mother, father, partner or child, it is at the discretion for the employer to grant additional paid annual and/or personal leave.
- (b) An employee may take compassionate leave if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in paragraph (a) above;
 - (ii) after the death of the member of the employee's immediate family or household referred to in paragraph (a) above.
- (c) An employee may taken compassionate leave for a particular permissible occasion as a single continuous period, or as any separate periods to which the employer and employee agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

- (e) The employer may approve paid bereavement leave on the death of other persons not mentioned above where it can be established that a significant relationship existed.
- (f) A casual employee will be entitled to take the same leave periods as detailed in subclause (a) and (b) above as unpaid leave.

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

- (g) Evidence Requirements

The employer may request evidence from the employee of the death in the form of a death notice, or other written evidence to the satisfaction of a reasonable person.

- (h) Other Compassionate Leave

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

45 UNION DELEGATES RIGHTS

- (a) Two Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to five days leave with pay each calendar year, non cumulative, to:
 - i. represent members in bargaining;
 - ii. represent the interests of members to the employer and industrial tribunals;
 - iii. consult with union members and other employees for whom the delegate is a bargaining representative;
 - iv. participate in the operation of the Union;
 - v. attend union education
 - vi. address new employees about the benefits of union membership the time that they enter employment;
 - vii. attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
 - viii. attend annual Union Delegates Conference

- (c) The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.
- (d) The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (f) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (i) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- (j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

46 POLICE CHECKS

Where Mt St Vincent requires the employee, whether as a result of a legislative requirement or not, to have a Police Check, the employer will cover the cost incurred by an employee. This provision will also apply to the requirement for a pre-employment Police Check.

47 PURCHASE OF ANNUAL LEAVE

- (a) This Agreement entitles an employee to purchase up to an additional week annual leave per annum by agreement with the employer. The deduction shall be applied at the employees base rate and the additional leave shall be accrued on a fortnightly pro-rata basis and when taken will be paid at the employees base rate only.
- (b) Provided that in the case where an employee is experiencing financial hardship and wishes to cease such an arrangement, this requirement may be waived by the employer.

48 CEREMONIAL LEAVE AND CULTURAL LEAVE

An employee who is legitimately required by their identified culture to be absent from work for ceremonial purposes is entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

49 FUTURE NEGOTIATIONS

The Employer agrees to commence bargaining with the relevant Unions for a new collective agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement.

DECLARATION AND SIGNATORIES

Declaration

This agreement has been negotiated through extensive consultation between management and employees.

The content of this Agreement has been canvassed with all parties. The parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signatories

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

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

Mrs Yvonne Kromkamp
Chief Executive Officer
Mt St Vincent Nursing Home and Therapy Centre



Date

Witnessed by (signature)



Witness name in full (printed)

Michelle Vernham

Witness address

292 Castra Road
Ulverstone Tas. 7315

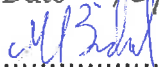
Ms Neroli Ellis
Branch Secretary
Australian Nursing and Midwifery Federation
(Tasmanian Branch)



Date

19/14/16

Witnessed by (signature)



Witness name in full (printed)

Mary Jane Bilal

Witness address

182 Macquarie Street, Hobart TAS 7000

Mr Timothy Jacobson
Secretary
Health Services Union

.....

Date

Witnessed by (signature)

.....

Witness name in full (printed)

.....

Witness address

.....

FOR THE EMPLOYER

This Agreement is signed by Mrs Yvonne Kromkamp in her capacity as Chief Executive Officer of Mt St Vincents Nursing Home and Therapy Centre

Mrs Kromkamp's work address is:

75 South Road
ULVERSTONE, TAS 7315

As the Chief Executive Officer of Mt St Vincents Nursing Home and Therapy Centre, Mrs Y Kromkamp has the authority to sign the Agreement on behalf of the employer.

FOR THE UNIONS

This agreement is signed by Ms N Ellis in her capacity as the Branch Secretary of the Australian Nursing and Midwifery Federation, Tasmanian Branch.

Ms Ellis's work address is:

182 Macquarie Street
HOBART TAS 7000

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

This agreement is signed by Mr T Jacobson in his capacity as the State Secretary of the Health Services Union.

Mr Jacobson's work address is:

11 Clare Street
NEW TOWN TAS 7008

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

SCHEDULE 1 – WAGE RATES

	Current Rate as at 1 July 2014	FFPP 1 July 2015	FFPP 1 July 2016	FFPP 1 July 2017
Classification		80c / hour	85c / hour	90c / hour
ACW Level 1	18.58	19.38	20.23	21.13
ACW Level 2	19.34	20.14	20.99	21.89
ACW Level 3	20.11	20.91	21.76	22.66
ACW Level 4	20.34	21.14	21.99	22.89
ACW Level 5	21.03	21.83	22.68	23.58
ACW Level 6	22.16	22.96	23.81	24.71
ACW Level 7	22.56	23.36	24.21	25.11
EN1 Y1	25.21	26.01	26.86	27.76
EN1 Y2	25.74	26.54	27.39	28.29
EN1 Y3	26.27	27.07	27.92	28.82
EN1 Y4	26.81	27.61	28.46	29.36
EN1 Y5	27.34	28.14	28.99	29.89
EN Med End Y1	27.75	28.55	29.40	30.30
EN Med End Y2	28.29	29.08	29.93	30.83
RN1 Y1	27.61	28.41	29.26	30.16
RN1 Y2	28.95	29.75	30.6	31.50
RN1 Y3	30.28	31.08	31.93	32.83
RN1 Y4	31.62	32.42	33.27	34.17
RN1 Y5	32.95	33.75	34.60	35.50
RN1 Y6	34.29	35.09	35.94	36.84
RN1 Y7	35.62	36.42	37.27	38.17
RN1 Y8	36.96	37.76	38.61	39.51
RN2 Y1	38.29	39.09	39.94	40.84
RN2 Y2	39.18	39.98	40.83	41.73
RN2 Y3	40.07	40.87	41.72	42.62
RN2 Y4	40.96	41.76	42.61	43.51
RN3 Y1	42.63	43.43	44.28	45.18
RN3 Y2	43.63	44.43	45.28	46.18
RN3 Y3	44.64	45.44	46.29	47.19

RN3 Y4	45.64	46.44		47.29		48.19
RN4 Y1	50.98	51.78		52.63		53.53
RN4 Y2	50.98	51.78		52.63		53.53
RN4 Y3	50.98	51.78		52.63		53.53
RN4 Y4	54.87	55.67		56.52		57.42
RN5 Y1	50.98	51.78		52.63		53.53
RN5 Y2	54.87	55.67		56.52		57.42
RN5 Y3	58.77	59.57		60.42		61.32
RN5 Y4	63.22	64.02		64.87		65.77