



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Emmerton Park Incorporated
(AG2016/3954)

EMMERTON PARK INCORPORATED STAFF AGREEMENT 2015

Tasmania

COMMISSIONER LEE

MELBOURNE, 21 SEPTEMBER 2016

Application for approval of the Emmerton Park Incorporated Staff Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Emmerton Park Incorporated 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 Emmerton Park Incorporated. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 September 2016. The nominal expiry date of the Agreement is 1 July 2018.



COMMISSIONER

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Annexure A



Emmerton Park Incorporated

ABN: 41 548 336 605 2-12 Senior Drive SMITHTON Tas 7330 (PO Box 397)
Telephone (03) 6452 9400 Facsimile (03) 6452 3571 Email: admin@emmertonpark.com.au

Fair Work Commission
GPO Box 1994, Melbourne
VICTORIA 3001

IN THE FAIR WORK COMMISSION
FWC Matter No.: AG2016/3954

Applicant: EMMERTON PARK INCORPORATED

Section 185 – Application for Approval of a Single Enterprise Agreement

Undertaking-Section 190

I, Robert Barden, Chief Executive Officer for Emmerton Park Incorporated give the following undertakings with respect to the Emmerton Park Incorporated Staff Agreement 2015 ("the Agreement"):

1. I have the authority given to me by Emmerton Park Incorporated to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Undertakings:**

In the interest of meeting the requirements under Division 4 –Approval of Enterprise Agreements, the employer offers the below listed undertakings.

The existing clauses of the Emmerton Park Incorporated Staff Agreement 2015 are amended with the wording represented in the following undertakings.

The clauses below are to replace the same numbered clause in the Enterprise Agreement submitted.

- i. Redundancy Package Clause 32.5 (a) (ii) and 32.5 (b) (ii)
Two weeks pay for each completed year of service and pro rata for an uncompleted year however employees will be entitled, at a minimum, to the redundancy pay provisions as per Section 119 of the Act.
- ii. Schedule B - Pay Rate – Aged Care Level 3 (Personal Care Worker)
The hourly rate of pay effective First Full Pay Period after 1 July 2016 will be \$20.5265.

iii. Overtime – Day Workers Clause 16.2

(a) Overtime is payable:

- i. for hours worked in excess of the ordinary hours specified in subclauses 16.1 (a)-(c);
- ii. for part-time employees, all time worked in excess of their rostered hours on any one day;

PROVIDED that an employee by agreement in writing with the employer works outside of their rostered hours and does not exceed 8 hours in any day or 38 hours in any week, such work will not attract overtime rates.

- iii. for casual employees, hours worked in excess of 38 hours per week or 8 hours per day.

(b) Overtime is to be paid as follows:

- i. Monday to Saturday (inclusive) – time and a half for the first two hours and double time thereafter;
- ii. Sunday – double time
- iii. Public Holidays – double time and a half

The overtime rate is calculated on the base rate of pay only.

iv. Overtime – Shift Workers Clause 16.8

(a) Hours worked in excess of:

- i. the ordinary hours specified in subclause 16.3; or
- ii. in excess of an employee's rostered shift (provided that a minimum of eight ordinary hours has been worked on the day/shift in question);
or
- iii. the agreed contracted hours; or
- iv. for casual employees, all time worked in excess of 38 hours per week or 8 hours per day.

shall be paid at the rate of double time.

PROVIDED THAT overtime is not paid in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to the rotation of shifts.

PROVIDED FURTHER that if an employee by agreement in writing with the employer works outside contracted shifts and does not exceed the ordinary hours specified in 16.3 such work shall not attract overtime rates.

(b) In circumstances where the employer is given less than four hours notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designation time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the employer. Double time is then payable for all hours worked in excess of the initial four hour period.

PROVIDED that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

v. Span of Ordinary Hours - Day Workers 16.1 (c) (ii)
Non Nursing Staff 6:00am and 6:00pm

vi. Sleepover Allowance
Sleepovers will not be worked during the life of this Agreement.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signed:



.....

Date:

15/09/2016

Name in full:

Robert Andrew Barden

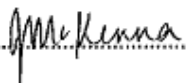
Position:

Chief Executive Officer

Employer's Address:

2-12 Senior Drive Smithton Tasmania 7330

Witnessed by (signature):



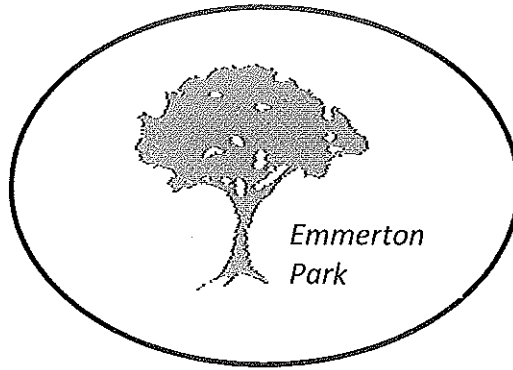
.....

Witness name in full:

Julia Catherine McKenna

Witness address:

Davey Point Road Montagu Tasmania 7330



EMMERTON PARK INCORPORATED

STAFF AGREEMENT 2015

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

1. NAME OF AGREEMENT

This Agreement shall be referred to as the Emmerton Park Incorporated Staff Agreement 2015.

2. ARRANGEMENT

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3. PARTIES TO THE AGREEMENT

The parties to this agreement are as follows:

- (a) Emmerton Park Incorporated ('the employer');
- (b) The Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (c) The Health Services Union, Tasmania Branch;
- (d) Employees who are employed by the employer and engaged in work in positions classified and contained within this Agreement.

4. SCOPE OF AGREEMENT

This agreement shall apply to Emmerton Park Incorporated in respect of the employment by the employer of all employees for whom classifications appear in this agreement.

5. SUPERSESION AND SEVERANCE PROVISIONS

- 5.1. This Agreement applies to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), and like instruments or arrangements.
- 5.2. For the purposes of this clause, the terms "award" or "awards" include any applicable award or collective agreement and includes those industrial instruments described in the Act as an award, federal award, a transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved State agreement or a notional agreement preserving a State award.

- 5.3. This Agreement supersedes and replaces in their entirety all provisions of the Aged Care Award 2010 (MA000018) and the Nurses Award 2010 (MA000034).
- 5.4. 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.
- 5.5. 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.
- 5.6. To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

6. DEFINITIONS

For the purpose of this Agreement:

Act means the Fair Work Act 2009.

Afternoon Shift means a part or entire shift worked between the hours of 3.00pm and up to and including 11.00pm but excludes shifts where the definition of Day Shift applies.

AHPRA means the Australian Health Practitioner Regulation Agency (AHPRA) which is the organisation responsible for the implementation of the National Registration and Accreditation Scheme across Australia.

Agreement means the Emmerton Park Incorporated Staff Agreement 2015.

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, Aged Care Award 2010 (MA000018) and the Nurses Award 2010 (MA000034).

Base Rate of Pay has the same meaning as per the NES and means the rate payable to the employee for his or her ordinary hours of work, but not including: incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates, or any other separately identifiable amounts.

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

Close Call means an employee being required to be on call for duty and not allowed to leave the workplace.

Day Shift

Nursing Staff means a rostered shift commencing between 6:00am and 3.00pm and finishing between 6:00am and 6:00pm.

Non Nursing Staff means rostered shift commencing between 6:00am and 3:00 pm and finishing between 6:00am and 7:00pm.

Day Worker means an employee whose hours are worked between 7:00am and 7:00pm Monday to Friday.
De Facto Partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes). A de facto includes a former de facto partner of the employee.

Employer means Emmerton Park Incorporated

Executive Management Team means Chief Executive Officer and Director of Care

Fixed Term/Temporary Employee means an employee who is engaged for a fixed period not exceeding twelve months on a full time or part time basis as described in Clause 14.4.

Full Time Employee means an employee engaged to work the full weekly ordinary hours as prescribed in this Agreement.

Household means any other person, at or immediately the relevant time for assessing the employee's eligibility to take leave, lived in the same dwelling as the employee.

Immediate family member 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) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

NES means the National Employment Standards

Night shift means a part or entire shift worked between the hours of 11.00pm and (i) up to and including 6.00am (in the case of non nursing employees); and (ii) up to and including 8.00am (nursing employees).

Nominated Fund means any complying Superannuation fund of the Health Employees Superannuation Trust Australia (HESTA) or its successor.

Part-Time Employee means an employee, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee

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

Relevant rate means the salary for an employee's classification as specified in Schedule 1 of this Agreement.

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

Spouse includes a former spouse.

Years of Service means 1976 (52 weeks x 38 hours) ordinary hours worked, including paid public holidays and all paid leave.

7. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 7.1 This Agreement shall come into operation seven (7) days after the Fair Work Commission approves the Agreement.
- 7.2 The Agreement has a nominal expiry date of 1 July 2018 and shall remain in operation until terminated or varied by mutual consent in writing pursuant to the Act or by operation of law.

8. NO PRECEDENT

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

9. NO EXTRA CLAIMS

Subsequent to the Future Negotiations clause contained in this Agreement, 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 specifically provided for under the Act.

10. FLEXIBILITY ARRANGEMENTS

- 10.1 The employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and,
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 10.1(a); and,
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 10.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and,
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and,

- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

10.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and,
- (b) includes the name of the employer and employee; and,
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and,
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and,
 - (iv) states the day on which the arrangement commences.

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The employer or employee may terminate the individual flexibility arrangement:

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

Employer recommends the Employee seek independent advice before entering into an individual flexibility agreement

11. CONSULTATION CLAUSE

11.1 This term applies if the employer:

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

Major change

11.2 For a major change referred to in paragraph 11.1(a):

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

(b) subclauses 11.3 to 11.9 apply.

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

11.4 If:

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

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

the employer must recognise the representative.

11.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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

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

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

11.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 11.2(a) and subclauses 11.3 and 11.5 are taken not to apply.

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

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

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

11.10 For a change referred to in paragraph 11.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 11.11 to 11.15 apply.

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

11.12 If:

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

the employer must recognise the representative.

11.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

11.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 11.1.

12. CONTRACT OF EMPLOYMENT

12.1 Employment of full time and part-time employees is to be by the fortnight.

12.2 Employees, other than casual employees, are entitled to be paid in respect of any week at their base rate as specified in this Agreement, including shift and weekend loadings 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.

12.3 Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finish times each day.

12.4 Any agreed variation to the hours of work will be in writing.

13. DISPUTE RESOLUTION

13.1 If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

13.2 If the matter arising under this agreement, or a dispute in relation to the NES (including subsections 65(5) or 76(4) of the Act), or a workplace right as defined in the Fair Work Act 2009 subsection 341(1), is unable to be resolved at the workplace, and all appropriate steps under (a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

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

13.4 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

- 13.5 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 13.6 While the dispute is being resolved, 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.
- 13.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

14. EMPLOYMENT CATEGORIES

14.1 Full Time Employees

- (a) A full-time employee is one who is engaged to work 38 hours per week.
- (b) Full time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work

14.2 Part Time Employees

- (a) For the purposes of this Clause and this Agreement, part-time employee means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee.
- (b) Part-time employees are entitled to paid annual leave, personal leave and public holidays at the relevant rate.
 - (i) A part-time employee will receive a minimum payment of two hours for each engagement
- (c) The rate of pay for ordinary hours of work for part-time up to a maximum of 38 hours per week is the relevant hourly rate.
- (d) A part-time employee, shall in the first instance, be offered the opportunity to work any extra shifts, subject to the employee not exceeding 38 hours per week at the relevant hourly rate.

14.3 Casual Employees

- (a) For the purposes of this clause and this Agreement, casual employee means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (b) A casual employee's engagement is by the hour.
- (c) Notwithstanding (b) 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.

- (d) Where an employer has engaged a casual employee in accordance with this clause the employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time in the case of a day shift, and up to six hours before the scheduled commencing time of either an afternoon or night shift.

PROVIDED THAT if the minimum notice of cancellation of the engagement in (d) above is not given the employee is to be paid three hours pay.

- (e) A casual employee whose engagement is cancelled without the minimum notice specified in (d) 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.

- (f) The rate of pay for ordinary hours of work is the base hourly rate, plus a loading of 25% in lieu of annual leave, personal leave and public holidays.
- (g) 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.

14.4 Fixed Term/Temporary Employee

- (a) For the purposes of this Clause and this Agreement a fixed term/temporary employee is an employee who is engaged for a fixed period not exceeding twelve months on a full time or part time basis and for whom there can be no reasonable expectation of employment in that classification continuing once that period of time or those task or tasks have been completed.
- (b) Fixed term or temporary employees are entitled to paid annual leave, personal leave and public holidays at the relevant rate.
- (c) The rate of pay for ordinary hours of work for fixed term or temporary employees up to a maximum of 38 hours per week is the relevant hourly rate as per their classification.
- (d) For work performed on Saturdays, Sundays and public holidays Fixed term or temporary employees are to be paid at the relevant penalty rates.

15. ALLOWANCES

ALL STAFF

15.1 Mentor Shift Allowance

- (a) An employee who is required to mentor/buddy a new employee or trainee is to be paid an allowance \$1.20 per hour per shift.

PROVIDED THAT when a mentoring employee is responsible for training/orientating new employees, mentoring employees will be responsible for providing an accurate and comprehensive assessment of the new employee or trainee

- (b) An employee who acts as a mentor shall qualify and maintain competencies to act as a mentor.
- (c) Where an employer requires an employee to act as a mentor the employer will pay all course fees and provide time off on full pay for the employee to attend the mentor course.

15.2 Licence Reimbursement

Employees directed by the employer to drive vehicles, which require a public vehicle licence issued by the Department of State Growth, Transport, Services, are entitled to a licence reimbursement. Upon presentation of their current licence to the employer, they must be reimbursed the cost of the driver's annual licence fee.

15.3 Increases To Allowances

All allowances in the Agreement will be increased on 1 July each year. The amount of the increase will be the annual percentage increase of wages and salaries as described in the Salaries clause in this Agreement.

NURSING STAFF

15.4 Higher Duties and In Charge Allowance

- (a) An employee 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.
- (b) A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume responsibility or is responsible for clinical governance of the facility shall be paid \$24.00 for each shift worked, where the Director of Care is not present.

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

15.5 Post Graduate Qualification Allowance

- (a) Registered Nurse

A registered nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows –

- (i) for a post graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate of pay;

- (ii) for a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the relevant hourly rate of pay;
- (iii) a masters or a doctorate – 7.5% of the relevant hourly rate of pay;

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.

(b) Enrolled Nurse

An Enrolled Nurse who holds a relevant post graduate qualification shall be paid an allowance of 3% in addition to the Employee's base rate of pay.

PROVIDED THAT payment of the allowance under this sub clause is dependent upon the qualification being relevant to the Employer and industry of aged care and to the employee's current area of practice, and is in addition to essential qualifications for the position, and the qualification is a completed course as is required by the Employer and provided by a tertiary education or registered training organisation approved by the Employer, and that the qualification is used in the performance of the employee's regular day to day work.

- (c) A post graduate qualification allowance paid in accordance with subclause (a) or (b) shall be taken into account in calculating overtime and annual leave payments.

15.6 Preceptor Allowance

A level 1 or level 2 Registered Nurse or Enrolled Nurse who acts as a preceptor will receive a payment of \$2.50 for every hour whilst acting in this role subject to the following:

- (a) The Preceptor Program must be approved by the Employer; and
- (b) Where the employer requires an employee to act as a preceptor the employer will pay all course fees and provide for time off on ordinary time pay to attend an approved preceptor or similar course.

15.7 Allowances Not to be Taken into Account

- (a) 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.
- (b) Notwithstanding subclause (a) herein, the loading payable to casual employees is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime

NON-NURSING STAFF

15.8 Post Graduate – Non Nursing Staff

An Employee who holds relevant post graduate qualification shall be paid an allowance of 2% in addition to the Employee’s base rate of pay.

PROVIDED THAT payment of the allowance under this sub clause is dependent upon the qualification being relevant to the Employer and industry of aged care and to the employee’s current area of practice, and is in addition to essential qualifications for the position, and the qualification is a completed course as is required by the Employer and provided by a tertiary education or registered training organisation approved by the Employer, and that the qualification is used in the performance of the employee’s regular day to day work.

15.9 Higher Duties Allowance

- (a) An employee, other than an administrative employee, engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked. This will apply whether or not an employee works in accordance with a roster.
- (b) An employee engaged as an administrative employee who, for a period of five consecutive working days or more, performs the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification.

15.10 Foul And Nauseous Linen

At the discretion of the employer (such discretion will not be unreasonably applied), employees working in a laundry who undergo lengthy exposure to unusually foul or nauseous linen as defined by the employer, or an employee nominated by the employer, will be paid the relevant hourly allowance of 0.32c per hour.

16. HOURS OF WORK, OVERTIME AND RELATED MATTERS

16.1 Ordinary Hours - Day Workers

- (a) The ordinary hours of work for a full time employee will be 38 hours per week.
- (b) The ordinary hours of work per day will be a maximum of 8 hours to be worked in a continuous period of 8 hours each day, except for a meal break of not more than one hour’s duration.
- (c) Span of Ordinary Hours – Day Workers

The ordinary hours of work for a day worker will be performed between the following times, Monday to Friday:

		Span of hours
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(i)	Nursing staff	7.00 am to 7.00 pm
(ii)	Non Nursing staff	6.00am and 7.00 pm

16.2 Overtime – Day Workers

Hours worked in excess of the ordinary hours specified in subclauses 16.1 (a)-(c) are to 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 and a half

The overtime rate is calculated on the base rate of pay only.

16.3 Ordinary Hours – Shift Workers

- (a) A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of a day worker as defined in subclause 16.1. The ordinary hours of shift workers are an average of 38 hours per week and are not to exceed:
 - (i) 8 in any one day;
 - (ii) 48 in any one week;
 - (iii) 80 in 14 consecutive days;
 - (iv) 114 in 21 consecutive days; or
 - (v) 152 in 28 consecutive days

PROVIDED THAT the ordinary hours of work for night shift employees may be extended to ten per day by agreement between the employer and a majority of the employees in a particular work area.

PROVIDED FURTHER that an employee's ordinary hours may be extended to a maximum of ten per day by agreement in writing between the employer and the employee. The agreement may be terminated by either party giving fourteen days advance notice. This provision can not be mandated as a condition of employment except by agreement between the employer and the employee.

- (b) The ordinary hours of a shift shall be worked continuously inclusive of all paid meal breaks.

16.4 Rest Breaks between Rostered Shifts

An employee will be allowed a rest break of nine hours between the completion of one ordinary work period or shift and the commencement of another work period or shift, unless otherwise agreed.

16.5 Shift workers shall by mutual agreement work at such times as required by the employer subject to the provisions of this Clause.

16.6 Rostering

There is to be a shift roster which must –

- (a) make provision for rotation unless all of the employees concerned desire otherwise; and
- (b) not roster any employee to work for more than eight shifts in any nine consecutive days; and
- (c) stipulate a twenty-eight day roster period which may to include an accrued day off in addition to eight rostered days off; and
- (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
- (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 herein.

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:

- (i) For nurses: payment of the relevant overtime rate.
- (ii) For non-nurses: payment of two weeks' pay in lieu of notice in accordance with the employee's previous roster.

16.7 Broken Or Split Shifts

- (a) A shiftworker will work this eight hour day continuously and the hours will not be broken. In emergency situations, however, a broken/split shift may be worked by mutual agreement between the employer and employee.
- (b) A split/broken shift:
 - (i) Is a rostered shift of no more than a total of 8 working hours;
 - (ii) Does not include a double shift; and
 - (iii) Allows for a break between each portion of the shift of no less than 1 hour and no more than 4 hours
- (c) SUBJECT TO work performed on a split/broken shift will be at the relevant rate of pay, with shift allowances payable for those hours worked where afternoon or night shift allowances would apply.
- (d) Work performed in excess of a spread of 9 working hours shall be paid at a rate of double time.

16.8 Overtime – Shift Workers

(a) Hours worked in excess of:

- (i) the ordinary hours specified in subclause 16.3; or
- (ii) in excess of an employee's rostered shift (provided that a minimum of eight ordinary hours has been worked on the day/shift in question); or
- (iii) the agreed contracted hours.

shall be paid at the rate of double time.

PROVIDED THAT overtime is not paid in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to the rotation of shifts.

PROVIDED FURTHER that if an employee by agreement in writing with the employer works outside contracted shifts and does not exceed the ordinary hours specified in 16.3 such work shall not attract overtime rates.

- ### (b) In circumstances where the employer is given less than four hours notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designation time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the employer. Double time is then payable for all hours worked in excess of the initial four hour period.

PROVIDED that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

16.9 Common Provisions – Day Workers and Shift Workers

(a) Accumulation and taking of accrued days off (ADOs)

- (i) An accrued day off (ADO) system may be implemented via an employee working no more than 19 days in a four week period of 152 hours.
- (ii) ADO's will be rostered to fall on a day of the week other than a Saturday or Sunday. The employer will endeavor to ensure that the ADO is rostered to fall either the day immediately before or immediately after a rostered day off (or a day when the employee is not required to work).
- (iii) Where an employee is absent on leave without pay 24 minutes shall be deducted from the ADO for each day of absence.
- (iv) Days of paid absence will count toward the ADO.
- (v) Where an ADO falls on a holiday with pay, a substituted ADO is to be taken at an agreed time.

- (vi) An employee may elect, with the agreement of the employer, to accrue up to a maximum of 5 ADO's.
 - (vii) An employee will be paid for any accumulated ADO's at ordinary rates, on the termination of their employment for any reason.
- (b) Eight Hour Break After Overtime
- (i) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least eight consecutive hours off duty between those times, will be released after completion of such overtime, until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (ii) If, on the instruction of the employer, an employee resumes or continues to work without having had 8 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- (c) The allowances provided for in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account when calculating overtime and shift loadings otherwise specified in this agreement.

(d) Daylight Savings

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

- (i) employees shall be paid for actual time worked irrespective of the length of the shift; and
 - (ii) employees paid in accordance with (a) are not entitled to payment for the one hour lost.
- (e) The spread of hours or daily hours specified in sub clauses 16.1(b) and 16.1(c) above may be altered:
- (i) By an individual employee entering into an individual flexibility arrangement pursuant to the terms of the flexibility clause of this Agreement;
 - (ii) By employees joining with the employer to make an application to vary the terms of this Agreement pursuant to the provisions of Ch.2 – Pt 2-4 – Division 7 of the Fair Work Act 2009 relating to the variation of an enterprise agreement. Such application may seek to vary the spread of hours or daily hours for a particular group or section of employees.

(f) Make Up Time

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 for Nursing Staff or 6:00am to 7:00pm for Non-Nursing Staff 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.

(g) Time Off In Lieu of Payment for Overtime

- (i) By agreement between the employer and an employee, time off in lieu of overtime may be taken at the equivalent overtime rate.
- (ii) PROVIDED THAT that such an agreement, may be discontinued at the request of either the employer or the employee.
- (iii) 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.

17. DAYLIGHT SAVING

17.1 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.

18. SALARIES

18.1 Salary increases during the life of this agreement

- (a) The salaries of employees covered by this Agreement will be increased as follows –
 - (i) 3.40% from FFFP effective 1st July 2014
 - (ii) 2.85% from FFFP after 1 July 2015
 - (iii) 2.85% from FFFP after 1 July 2016
 - (iv) 2.85% from FFFP after 1 July 2017
- (b) The salary rates are set out in Schedule B of this Agreement.

PROVIDED THAT during the life of this Agreement, the salary rates specified in this Agreement will be maintained at a level not less than the salaries prescribed in the relevant Award.

18.2 Nurse Undertaking Post Graduate Training

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

18.3 Enrolled Nurse Upgrading To Registered Nurse

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

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

18.4 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.

18.5 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.

18.6 Accelerated Advancement

- (a) Subject to 18.6(b) a Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the AHPRA, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining –
 - (i) registration in another branch of nursing or on another nursing register maintained by the AHPRA where the employee is working in a particular practice setting which requires the additional registration; or
 - (ii) 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.

19. ANNUAL LEAVE

Annual Leave is a matter provided for in the NES (Division 6-Annual Leave). Where there is a 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.

19.1 Period of Leave

- (a) Full-Time Employees

A full-time employee will be allowed the following annual leave after 12 months continuous service (less the period of annual leave):

All employees -152 hours.

This leave is to be available annually in a period of 28 consecutive days.

- (b) Part-Time Employees

Part-time employees will be entitled to annual leave based on the number of ordinary hours worked in the leave year.

The leave entitlement will be calculated on a pro-rata basis as follows:

Part-time hours worked p.a.

(including any period of annual leave) x Full-time leave entitlement

Full-time hours p.a.

Or, the rate of 0.0767 for each ordinary hour worked (38hr calculation).

Payment will be made not later than 12 noon on the last day of work prior to going on leave if requested. If not requested then annual leave payments will be made on ordinary pay days

- (c) Director of Nursing/Care

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

19.2 Additional Leave

- (a) Shift Workers

For the purposes of this subclause, a shift worker is defined as:

- (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in Clause 16; and/or
- (ii) an employee who works for more than four ordinary hours on 10 or more weekends.

A weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

- (iii) A full time employee required to work as a shiftworker (as defined in this subclause), in addition to the annual leave in sub clause (19.1(a)) above, be allowed 38 hours leave, to be taken in a period of seven consecutive days including non working days.

- (b) Pro-rata entitlements apply for part time employees.
- (c) Where an employee with 12 months continuous service works for part of the 12 month period as a shift worker, the employee will be entitled to have the period of annual leave in sub clause (a) above increased by 7.6 hours for each two months they continuously work on a roster.

19.3 Annual Leave Exclusive Of Public Holidays – Nursing Staff

- (a) 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.

- (b) Notwithstanding sub clause (a) 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.

19.4 Public Holidays During Annual Leave – Non Nursing Staff

- (a) For employees who do not work on a roster, the period of annual leave excludes any holidays with pay to which the employee is entitled. If a holiday with pay falls within an employee's period of annual leave and is on a day that the employee would have been at work, added to the period of annual leave will be holiday leave equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.
- (b) For full-time employees required to work in accordance with a roster, that employee will receive in addition to their period of annual leave, holiday leave equivalent to one day for each holiday with pay to which they are entitled, whether or not the holiday is observed on a day which, for that employee would have been a rostered day off.

For a part-time employee who works on a roster they will receive in addition to their period of annual leave, holiday leave equivalent to one day for each holiday with pay to which they are entitled, upon which they are normally rostered to work ().

However, this sub-clause will not apply if the holiday falls on a Saturday or Sunday or where by agreement between the employer and employee, an employee has been paid the appropriate rate of pay for a holiday with pay.

19.5 Broken Leave

Unless otherwise agreed, the entitlement to Annual Leave will be taken in not more than two separate periods.

19.6 Time Of Taking Leave

- (a) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- (b) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

19.7 Payment In Lieu Of Annual Leave

Payment in lieu of annual leave means an employee receives payment instead of taking time off work.

- (a) Except for accrued and pro rata annual leave entitlements paid to an employee on termination of employment, payment must not be made, or accepted, in lieu of annual leave.
- (b) Notwithstanding subclause (a) above the employer and employee may agree to payment in lieu of annual leave within twelve months from the date of approval of this Agreement by Fair Work Commission;

PROVIDED THAT:

- (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- (ii) each cashing out of a particular amount of paid annual leave must be a separate agreement in writing between the employer and employee; and
- (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the annual leave that the employee has foregone; and
- (iv) the employer cannot force or pressure an employee to cash out annual leave.

19.8 Annual Leave Loading

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

- (a) Day Worker

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.

(b) **Shift Worker**

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.

PROVIDED THAT an employee who would have received shift payments 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.

19.9 Proportionate Leave on Ending Service

Accrued annual leave is to be paid to an employee on ending service with the employer.

Calculation of Continuous Service

The meaning of continuous service is as per Section 22 of the Fair Work Act 2009.

19.10 Employer Instigated Cancellation Of Leave

- (a) If, as a consequence of an employer instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when the cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and the loss is deemed to be unrecoverable, that employee is entitled to recover the costs from the employer.

Any claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation to which the payment was made, stating the amount which is not recoverable.

The employer will only be liable to pay that portion of the payment which is unrecoverable and which is not subject to an insurance claim or payment.

- (b) An employee who, during a period of annual leave, responds to an employer instigated request to return to work during a period of annual leave is entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent return to annual leave. The costs are those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the returning to annual leave would only apply when the period of leave was deemed to be continuous other than for the interruption to return to work.

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to support the claim.

- (c) An employee, on returning to work in response to an employer instigated request, is to be recredited with one day's annual leave for each day or part day the employee is at work. The employee will be entitled to use the additional recredited day or days in addition to the unused portion of approved annual leave (which the employee would have taken except for the interruption by returning to work) immediately upon the finishing of the period for which the employee was recalled to work.

PROVIDED that an employee may elect to take the balance of unused leave and recredited days at a later date.

19.11 Single Day Annual Leave

The employer and an employee may agree to single day annual leave absences provided that:

- (a) Where agreed in writing an employee may take annual leave in single day periods not exceeding a total of five days in any calendar year at a time or times agreed.
- (b) An employee and employer may agree in writing to defer payment of the annual leave loading on single day absences, until at least five consecutive annual leave days are taken.

20. COMMUNITY SERVICE LEAVE

Chapter 2, Part 2-2, Division 8 of the Act provides for an entitlement to community service leave (including jury service) subject to the following.

An employee who engages in a voluntary emergency management activity pursuant to the Act is entitled to access up to five (5) days paid leave per year, subject to the absence being reasonable and in accordance with the Act.

21. COMPASSIONATE/BEREAVEMENT LEAVE

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

21.1 All eligible full-time and part-time employees are entitled to compassionate and bereavement leave for each occasion (a permissible occasion) when a member of the employee's immediately family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

- 21.2 "Compassionate leave" is provided to enable the employee 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, which poses a serious threat to his or her life.
- 21.3 "Bereavement leave" is provided for the purpose of the employee attending the funeral of the member of the employee's immediate family or household and to deal with personal business associated with the death of a member of the employee's immediate family or household.
- 21.4 The entitlement to Compassionate and Bereavement leave is as follows:
- (a) Employees (other than casual employees) are entitled to up to five days paid compassionate leave and/or bereavement leave in respect to a particular permissible occasion involving the employee's mother, father, partner or child, which can be taken at the employee's request. For the purpose of this clause the words "partner" includes a spouse or de facto partner.
 - (b) Employees (other than casual employees) are entitled to three days paid compassionate leave and/or bereavement leave in respect to a particular permissible occasion involving the employee's brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother and grandchild, or a member of the employees household, which can be taken at the employee's request without production of a medical certificate.
 - (c) The employer shall have the discretion to grant paid leave in addition to that described in sub-clause 21.4 above.
 - (d) Casual employee will be entitled to take the same leave periods as detailed in sub-clause 21.4 above as unpaid leave.
 - (e) This sub-clause will not apply where the period of entitlement to leave coincides with any other period of entitlement to leave, including on a rostered day off (but excluding annual leave).
 - (f) An employee may take unpaid compassionate and/or bereavement leave by agreement with the employer.
 - (g) Proof of the death or serious illness, in the form of a medical certificate, death notice or other written evidence, must be provided by the employee to the employer if requested to do so.

22. LONG SERVICE LEAVE

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976.

23. PARENTAL LEAVE

23.1 Nursing Staff

- (a) Parental Leave is a matter provided for in the NES (Division 5 – Parental leave and related entitlements). Where there is any inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply the extent of the inconsistency.

- (b) Notwithstanding the provisions of the National Employment Standards relating to parental leave, an eligible female employee is entitled to be paid fourteen weeks maternity leave at the relevant rate or may elect to take paid leave as 28 weeks paid at half the relevant rate. This period of paid maternity leave is considered to be part of the overall maximum period of leave of absence available (ie 52 weeks) and further –

an eligible male employee is entitled to one week's paid paternity leave at the relevant rate.

- (c) All eligible Employees will be entitled to the paid parental leave scheme provided by the Commonwealth Government in addition to any entitlement provided for in this agreement. Employees will need to apply for such leave via the Family Assistance Office (FAO). Eligibility is assessed by the FAO.

23.2 Non-Nursing Staff

As per the NES and the Government Paid Parental Leave scheme.

The employer will make superannuation contributions for eligible employees as per Clause 35.4.

24. PERSONAL/CARER'S LEAVE

Personal Leave is a matter provided for in the NES (Division 7 - Personal/Carer's Leave and compassionate leave). Where there is any inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply the extent of the inconsistency.

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

24.1 Amount Of Personal Leave

- (a) For each year of service with the employer the employee is entitled to 15 days (pro-rata part time employee) of paid personal/carer's leave.
- (b) Provided that:
 - (i) A Nursing staff employee is entitled to 18 days of paid personal/carer's leave during the first year effective from the date of operation of the Agreement; and
 - (ii) A Nursing staff employee is entitled to 17 days of paid personal/carer's leave during the second year effective from the date of operation of the Agreement; and
 - (iii) A Nursing staff employee is entitled to 15 days of paid personal/carer's leave during the third year and each subsequent year effective from the date of operation of the Agreement.
- (c) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.

24.2 Taking Paid Personal/Carer's Leave

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

- (a) because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

The notice and evidence requirements of clauses below must be complied with.

24.3 Evidence Supporting Claim

- (a) An employee shall, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave was being taken for the purposes specified in this clause.
- (b) Medical Certification from medical practitioners or from other health care professionals registered with Medicare may be used as evidence supporting a claim in respect of the absence.
- (c) An employee is entitled to access five single days without medical certificate per year.
- (d) If an employee is on personal leave on the day immediately before or after an accrued day off, the employee must provide a medical certificate from a medical practitioner or other health care professionals registered with Medicare in respect of the absence.

24.4 Notifying The Employer Of Absence On Carer's Leave

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.

24.5 Employee Taken Not To Be On Paid Personal/Carer's Leave On Public Holiday

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

24.6 Payment For Paid Personal/Carer's Leave

If, in accordance with this clause, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

24.7 Additional Sick Leave

- (a) In addition to 15 days paid personal leave each employee is entitled to an additional 5 days per annum (pro-rata part time employee) that is not cumulative yearly, for the purpose of using for illness which could reasonably be attributed to be attained in the course of employment.
- (b) Each year commencing from the day of commencement of this agreement and then on each anniversary during the life of this agreement, every employee (excluding casuals) will accrue separate to personal leave an additional 5 days for the following period of 12 months only. To avoid doubt at the end of the 12 month period any unused additional sick leave that has not been used will expire, to be replaced with a new accrual which commences from day one of the anniversary date of the commencement of this agreement.
- (c) NOTWITHSTANDING Clause (b) above,
 - (i) Nursing staff employee (excluding casual employees) is entitled to accrue separate to personal leave an additional 2 days for the first year effective from from the date of operation of the Agreement; and
 - (ii) Nursing staff employee (excluding casual employees) is entitled to accrue separate to personal leave an additional 3 days days for the second year effective from from the date of operation of the Agreement; and
 - (iii) Nursing staff employee (excluding casual employees) is entitled to accrue separate to personal leave an additional 5 days days for the third year and each subsequent year effective from from the date of operation of the Agreement.
- (d) This additional sick leave is to be used instead of personal leave for personal illness where it is agreed between the employer and the employee that the illness is a communicable and contagious illness that could reasonably have been caught during the course of the employee conducting tasks directly associated with employment. Any transmittable illness which a reasonable person would conclude could more likely than not, have been acquired at work, would fit into this category.
- (e) Accrued additional sick leave may be used before personal leave for those illnesses that fit this category.
- (f) This additional leave clause is in no way an admission that the employee did catch the illness during the course of their work and is not intended to replace or supplement any workers compensation claim under workers compensation legislation current at any time during the life of this agreement.
- (g) Additionally, if the employee is directed by the employer to remain at home after a specific illness, however the employee has received a clearance to return to work from their GP, additional sick accrual will be used to ensure that the employee suffers no loss of remuneration or cumulative personal leave accrual.
- (h) An employee claiming additional sick leave as opposed to Personal Leave, is required to provide evidence of such claim when requested by the employer. Evidence can include presenting either a medical certificate clearly identifying the transmittable/contagious illness or producing a signed statutory declaration of same signed by a medical practitioner or other

health care professionals registered with Medicare, or other such evidence that the employer is satisfied with.

24.8 Accrual Of Leave

- (a) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year without limitation

subject to (a) herein, employees are not entitled to accrue any more than 114 hours paid personal leave in any one year period.

- (b) NOTWITHSTANDING Clause (a) above:

- (i) Nursing staff employees are not entitled to accrue any more than 136.8 hours paid personal leave during the first year effective from the date of operation of the Agreement.; and
- (ii) Nursing staff employees are not entitled to accrue any more than 129.2 hours paid personal leave during the second year effective from the date of operation of the Agreement.; and
- (iii) Nursing staff employees are not entitled to accrue any more than 114 hours paid personal leave during the third year and each subsequent year effective from the date of operation of the Agreement

24.9 Unpaid Carer's Leave

Employees are entitled to take unpaid carers leave in circumstances where they need to provide care or support to an immediate family member or a member of the employee's household. This unpaid carer's leave may be taken for single continuous period of two days for each occasion (a permissible occasion) they are required to provide care or support; or for any separate periods to which the employer and employee agree.

25. MEAL BREAKS AND RELATED MATTERS

- 25.1 Excluding administration employees who are entitled to an unpaid meal break, each nursing employee who works in excess of four hours and non-nursing employee who works in excess of five hours will be entitled to a paid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.

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

25.3 If an employee on a paid meal break is called back to normal duties during their meal break, 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 paid meal break shall be emergency situations or other circumstances where the work required cannot wait until after the meal break has been completed.

25.4 Tea Breaks

- (a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (c) Subject to mutual agreement, such intervals as (a) above may alternatively be taken as one 20 minute interval.
- (d) Tea breaks will count as time worked.

25.5 Meal Allowance When Required To Work Away From Usual Workplace

When an employee is involved in travelling on duty, all reasonably incurred expenses in respect to meals will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

25.6 Charges For Meal Provided By Employer

- (a) The maximum amount that shall be charged or deducted where employees receive a meal from their employer shall be:

lunch or evening meal –	\$
(i) two or three course	4.56
(ii) single hot or cold main course	3.50
(iii) other course (i.e. soup, sweet)	3.18
(iv) all breakfasts	3.18

PROVIDED THAT where a meal is provided as above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments.

25.7 Meal Break When Required To Work Overtime

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

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.

- (b) An employee required to work for more than two hours without being notified the previous day or earlier of the requirement to work overtime shall be paid a meal allowance of \$12.21.

PROVIDED where such overtime exceeds four hours a further meal allowance of \$11.00 will be paid.

- (c) The allowances in this clause are not payable where the employer supplies the employee with an adequate meal.

25.8 The monetary amounts specified in sub clauses 25.6 and 25.7 will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates during the life of this Agreement

25.9 Handover – Nursing Staff

- (a) 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.

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

26. NOTICE BOARD

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

27. NOTICE OF TERMINATION

Notice of Termination is a matter provided for in the NES (Division 10-Subdivision A Notice of Termination). 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.

27.1 Notice of Termination by the Employer

Except for misconduct justifying summary dismissal, an employee whose employment is terminated at initiative of the employer shall be given notice of termination of employment, or payment in lieu of notice, by the employer, as per the National Employment Standards is as follows:

- (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 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) In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

27.2 Notice of Termination by the Employee

- (a) No employee shall, without the consent of the employer, resign without having given fourteen days' notice of intention so to do or, with the employee's authorisation, forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days' pay at the rates prescribed for his or her classification.
- (b) 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.

27.3 Summary Dismissal

The employer shall have the right to dismiss the employee without notice for conduct that justifies summary dismissal as defined in the Fair Work Regulations and in such cases the wages shall be paid up to the time of dismissal only.

28. CALL BACK – NON-NURSING

- 28.1 Except where otherwise specifically provided, an employee recalled to work after leaving their workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement.
- 28.2 An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.

29. ON-CALL ARRANGEMENTS – NURSING STAFF

29.1 Call Back

- (a) 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:
- (i) for the first recall a minimum payment of four hours; and
 - (ii) for any subsequent recall a minimum payment of three hours.
- (b) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (c) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

29.2 Close Call

- (a) For the purposes of this Clause close call means an employee being required to be on call for duty and not allowed to leave the workplace.
- (b) An employee may be required by the employer to remain on close call.
- (c) An employee required to remain on close call shall –
- (i) if not required to commence work be paid a minimum payment equivalent to six hours at the employee's relevant rate; or
 - (ii) if required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in subclause 29.1 above.

29.3 Remote Call

- (a) For the purpose of this Clause remote call means an employee rostered to be available for call but allowed to leave the workplace.
- (b) An employee rostered to remain on remote call is to be paid \$1.30 for each hour that the employee is required to be so available, with a minimum payment of \$12.48 per day or shift when so rostered.
- (c) If an employee rostered to be on remote call is recalled to work payment is to be as specified in subclause 29.1 above, in addition to the allowance specified in (b) herein.

30. PAYMENT OF WAGES

30.1 Wages will be paid by direct deposit into a financial institution nominated by the employee fortnightly and not later than the Thursday of the week of payment.

30.2 Late Payment of Wages

- (a) Unless it is beyond the control of the employer, an employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the employees' normal pay day, due to any action or default of the employer, will be paid waiting time at the appropriate overtime rate in the Overtime Clause in this Agreement for all time kept waiting for his or her pay.

An employee will not receive more than eight hours pay at the rate prescribed in this sub clause in any 24 hour period.

- (b) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer will do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employee's pay will be delayed.
- (c) The provisions for payment of waiting time of (a) and (b) 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.
- (d) 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 (a) and (b) above until such time as the employee's wages are paid.

30.3 Wages Notification to Employees

- (a) On pay day, the employer will state in writing to the employee, the amount of wages to which they are entitled, the amount of tax deductions made, the amount of any other deductions made and the net amount being paid.

- (b) Where the hourly rate, or the number of ordinary hours per week of an employee is changed, or in the case of back monies due, annual leave payment and payment on termination, the employer will state the details separately in writing.

30.4 Where a holiday with pay falls on a normal pay day wages will be paid on the day prior to that holiday.

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

30.6 Deduction Of Monies

- (a) 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.
- (b) Where on termination of employment an employee owes money to the employer, including the cost of unreturned uniforms and other property of the employer, the employer and the employee will discuss how the owed money will be repaid including an arrangement whereby the amount could be recovered from the employee's final pay by way of authorised deduction.

For the purpose of clarity owed money is taken to include unrecovered overpaid wages.

30.7 Payment Of Wages On Termination

- (a) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.
- (b) 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.
- (c) Except in circumstances beyond the employer's control, if an employee's outstanding pay and entitlements upon termination are not paid within the time specified in clauses 30.7(a) and (b) above, any time spent waiting to be paid after the date of termination shall be paid for at the relevant hourly rate up to a maximum of 7.7 hours a day for each day that the employee is kept waiting for payment and shall continue until the time that payment is made.

31. PUBLIC HOLIDAYS

31.1 Entitlement to Paid Public Holidays

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, Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Agfest, and Recreation Day as per

the Statutory Holidays Act 2000, or such other day(s) which may be observed or declared or prescribed under law to be observed generally in the locality in lieu, or in addition to the aforementioned holidays.

31.2 An employee will be entitled to payment for those public holidays that fall on days they are normally rostered to work.

PROVIDED THAT a part-time employee who is rostered off on a public holiday they would normally be rostered to work will be paid their normal pay for that day. The part-time employee will have 'normally worked' on that day if they have worked on that day at least 50% of the time for the preceding 6 months, or if less than 6 months has been worked, the total time worked.

31.3 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.

31.4 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.

31.5 **Working on Public Holidays**

All Employees are entitled to additional payment when they are required to work on a Public Holiday in accordance with the following table:

Category of Employee	Rate of Payment
Part and Full-Time Employees (including day workers and shiftworkers)	<p>Will be paid the total rate of 250% for hours worked; UNLESS the Employee elects to be paid their normal pay for work performed on public holiday plus have the same number of hours added to their annual leave.</p> <p>The election will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.</p>
Casual (General Staff)	<p>Will be paid only for Public Holidays they work at the total rate of 250% for hours worked.</p> <p>Payments under this Clause are instead of and replace any casual</p>

Category of Employee	Rate of Payment
	loading payable under this Agreement
Casual (Nurses)	Will be paid 250% of their normal hourly rate (ie. their casual loaded rate) for Public Holidays they work

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

32. REDUNDANCY

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

32.1 Requirement to Consult.

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

32.2 Redeployment and Retraining

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.

32.3 Notice of Redundancy

- (a) The employer is to provide as much notice as is reasonably practicable of an intended redundancy.
- (b) 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
More than 1 but 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

- (c) 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.

32.4 Voluntary Redundancy

- (a) 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 affected.

- (b) In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility.
- (c) 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 paragraphs (a) and (b) of this subclause.
- (d) The employer is to consult with the employee(s) and their representative(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

32.5 Redundancy Package

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

- (a) Voluntary Redundancies
 - (i) notice as specified in this clause, or payment in lieu of that notice; and
 - (ii) two weeks pay for each completed year of service and pro rata for an uncompleted year, however, where this results in less pay than the NES the NES is to apply; and
 - (iii) payment for all accrued annual leave including leave loading.

(b) Involuntary Redundancies

- (i) notice as specified in this clause, or payment in lieu of that notice; and
- (ii) two weeks pay for each completed year of service and pro rata for an uncompleted year, however, where this results in less pay than the NES the NES is to apply and
- (iii) payment for all accrued annual leave including leave loading; and
- (iv) payment of pro rata long service leave for employees with more than five years continuous service.

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

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

(c) Partial Redundancy Package For Changed Or Decreased Hours

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

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.

32.6 Definition

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

32.7 Paid Time Off To Seek Alternative Employment

Employees who are made 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.

32.8 Financial Counselling

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.

32.9 Details Of Redundancy Package To Be Provided

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

33. SALARY PACKAGING AND SALARY SACRIFICE

- 33.1 Employees' rates of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation, and employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
- 33.2 In respect of employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the employee was not in the salary packaging scheme.
- 33.3 Non salary-packaged benefits must be paid for any period in respect of which the employee is paid salary, including but not limited to absence on worker's compensation or paid leave.
- 33.4 If an employee on a salary packaging arrangement goes on workers compensation the employee will receive not less than the entitlements which would have applied if the employee was not in the salary packaging scheme.
- 33.5 If an employee who has entered into a salary packaging arrangement ceases employment with the employer the salary packaging arrangement will cease on the date the employment ceases and –
- (a) all entitlements due to the employee on termination will be paid at the employee's relevant rate;
 - (b) any outstanding fringe benefits tax or salary packaging benefit held by the employer, or the employer's salary packaging agent, on behalf of the employee, due to the employee will be paid less any necessary taxation deduction.
- 33.6 If an employee has entered into a salary packaging arrangement superannuation payments required under the Superannuation Guarantee (Administration) Act 1992 must be calculated at the employee's relevant rate.
- 33.7 If an employee has entered into a salary packaging arrangement annual leave loading entitlements must be calculated at the employee's relevant rate.
- 33.8 Employees who have entered into a salary packaging agreements will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.
- 33.9 The employer will advise each employee in writing –
- (a) that an employee's participation in salary packaging is optional and entirely voluntary;
 - (b) of the employee's classification level and relevant rate;

- (c) that the employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;
- (d) that the employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it.
- (e) of the right of the employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the employee must be provided with a print-out of the relevant information;
- (f) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
- (g) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the employer for reasons other than legislative requirements then the employer must give two months notice;
- (h) that in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employees' wages will revert to their respective relevant rates as specified in this Agreement;
- (i) that all Agreement conditions other than salary packaging will continue to apply.

33.10 Salary packaging arrangements shall be entered into only in accordance with this Clause.

33.11 By agreement with the employer an employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule 1 of this agreement, and have that sacrificed amount contributed to a complying superannuation fund of the employee's choice.

33.12 Where applicable the provisions of this clause shall apply to salary sacrifice arrangements.

33.13 Salary increases under this Agreement shall be payable to employees covered by salary packaging arrangements and such increases are to be applied to employees' relevant rates.

34. SHIFTWORK

34.1 Afternoon and Night Shift Penalties

A shift worker who works a rostered afternoon or night shift shall be paid the following applicable shift penalty applied to their ordinary rate of pay:

		Shift penalty
(a)(i)	Afternoon Shift	15%
(b)(i)	Night shift (from the date of approval of the Agreement)	18.5%
(b)(ii)	Night shift From 12 months after the date of approval of the Agreement	20%

PROVIDED THAT any catering employee employed by the employer on or prior to 30 June 2016 who, as at or prior to that date, was a rostered employee who worked the 2.00pm to 6.00pm rostered kitchen shift will be paid a loading of 15.00% for all hours worked on that shift.

PROVIDED THAT the shift penalties prescribed in this subclause will not apply to shifts worked on a Saturday, Sunday or public holidays where the shift penalties prescribed for working on those days in sub-clause 34.3 apply.

PROVIDED FURTHER THAT subclauses (b)(i) and (b)(ii) are to be read subject to the provisions of Clause 34.2.

34.2 A shift worker who, at the direction of the employer –

- (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.

34.3 Saturday and Sunday Shift Penalties

A shift worker who works on a rostered shift, the major portion of which falls on a Saturday or Sunday shall be paid the following applicable shift penalty applied to their relevant rate of pay for all hours worked on the shift:

		Shift penalty
(a)	Saturday	50%
(b)	Sunday	100%

PROVIDED THAT where work commences between 11.00pm and midnight on a Sunday the time worked before midnight will not entitle the Employee to the Sunday rate. However, where the Employee works time before midnight on a Saturday and the time worked extends into Sunday, the time worked before midnight will be regarded as time worked on Sunday.

Casual Staff - General Staff

A casual shiftworker is paid the weekend penalty plus the casual loading; the penalty rate does not compound on the casual rate.

Casual Staff - Nursing Staff

A casual shift worker is paid the weekend penalty on their normal hourly rate (i.e. their casual loaded rate) for Saturday and Sunday shifts.

35. SUPERANNUATION

35.1 Superannuation Legislation

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

35.2 Employer Contributions

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

To comply with superannuation legislation the employer must pay to the nominated superannuation fund the amount specified in this subclause no later than 28 days after the end of each month.

35.3 Superannuation Fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause 35.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause 35.2 and pay the amount authorised to either the Health Employees Superannuation Trust of Australia (HESTA) or Tasplan.

35.4 Commonwealth Government Paid Parental Leave (PPL) (Non-Nursing Only)

The employer will make superannuation contributions for eligible employees in receipt of the fortnightly benefit payments under the Commonwealth Government Paid Parental Leave (PPL) scheme on the paid component of the PPL at the same rate for superannuation payments as described in this clause.

36. SUPPORTED WAGE SYSTEM

The Supported Wage System defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage. These conditions are set out under the terms of Schedule C of the Aged Care Award 2010.

37. TRAINING/PROFESSIONAL DEVELOPMENT

- 37.1 All parties to this Agreement will actively encourage and facilitate professional development, particularly in relation to supporting RN's & EN's maintaining registration with the Australian Health Practitioner Regulation Agency (AHPRA).
- 37.2 Employees must attend compulsory training including fire and emergency training, Food Safety, OHS training and manual handling training or any other training as may be required.
- 37.3 Employees required to attend compulsory training shall be paid for the period of training that the training has been scheduled for or in the event that the training time exceeds the scheduled time, employees will be paid for the period of time attended. That is, there shall be no minimum period of payment for training periods.

38. TRAVELLING AND EXCESS FARES

38.1 Travel

Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses.

- 38.2 Employees required to use their own motor vehicles in connection with the business of the employer are to be reimbursed on a per kilometre travelled basis in accordance with the Australian Taxation Office rates prevailing at the time.

38.3 Excess Fares

Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.

- 38.4 An employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home.

PROVIDED THAT that this subclause does not apply to employees who drive their own vehicles to and from work.

39. UNIFORMS

- 39.1 Employees are required by the employer to wear the corporate uniform and will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees.
- 39.2 If uniforms are not provided as per subclause 39.1, employees are to be paid in lieu of the uniform either:
- (a) An amount of \$4.71 per week, except for periods of absence in excess of three working days, but inclusive of public holidays not worked;

(b) An amount of \$4.08 per week as an allowance, not subject to loadings or additional rates, for each week or part of a week of paid employment including periods of approved leave.

39.3 The employer will provide a corporate uniform annually as follows:

(a) Employees who regularly work an average of 24 hours or more per week over a 28-day roster:

Two (2) pairs of trousers/skirts/shorts; and
Three (3) shirts/blouses; and
One (1) jacket/jumper/vest.

(b) Part-time and Casual Employees who regularly work less than 24 hours per week over a 28-day roster:

One (1) pair of trousers/skirt/shorts; and
Two (2) shirts/blouses; and
One (1) jacket/jumper/vest.

40. DELEGATES RIGHTS

40.1 It is recognised that delegates or elected workplace representatives or individual employees can participate in the following duties free from any discrimination in their employment when it is required to:

- represent members in bargaining;
- represent the interests of members to the employer and at times industrial tribunals;
- consult with other employees for whom the delegate is a bargaining representative;
- represent union members on workplace issues;
- represent members on any relevant consultative committee at the workplace.
- attend union education.

40.2 An employee can make application for non-paid training leave. This leave is subject to the employer agreeing to release the delegate from their normal roster if the delegate was rostered to work during the time of leave. Normally, 28 days written notice of the proposed training is required.

40.3 The granting of any leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave.

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

40.5 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.

40.6 An employee may be required to satisfy the employer of attendance at the course to qualify for leave.

40.7 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.

41. FUTURE NEGOTIATIONS

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

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:

The Employer:

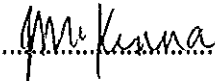
Mr Robert Barden
Chief Executive Officer
Emmerton Park Inc.
2-12 Senior Drive
Smithton Tas 7330


.....

Date

11, 7, 2016
.....

Witnessed by:


.....

Name:

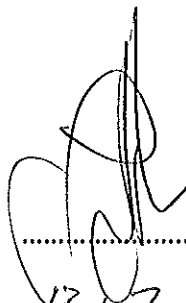
Julia McKenna
.....

Address:

168 Davey Point Rd,
Smithton TAS
.....

For The Unions:


Mr Tim Jacobson
State Secretary
Health Services Union, Tasmania Branch
11 Clare St.
New Town Tas 7008


.....

Date

13, 7, 16
.....

Witnessed by:


.....
James Edmondson

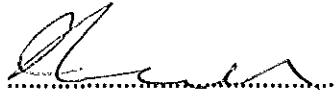
Name:

11 CLARE ST.
.....

Address:

NEW TOWN TAS 7008
.....

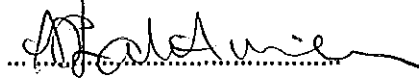
Ms Neroli Ellis
Secretary
Australian Nursing and Midwifery Federation, Tasmanian Branch
182 Macquarie St.
Hobart TAS 7000


.....

Date

14/7/2016
.....

Witnessed by:


.....

Name:

Anne P Lahtinen
.....

Address:

HACSU - 11 Clare St
New Town TAS
7008

SCHEDULE A – CLASSIFICATIONS

NURSING STAFF

Enrolled Nurse 1st year of Service

Enrolled Nurses undertaking 1st year of service

- (a) An employee will be appointed to this pay point based on training and experience to an EN/DIV2 qualification as recognised by AHPRA.
- (b) Is in the first year of practice.

Skill Indicators

- The employee has limited or no practical experience of current situations; and
- The employee exercises limited discretionary judgement, not yet developed by practical experience.

Enrolled Nurse 2nd year of Service

- (a) An employee will be appointed to this pay point based on training and experience to an EN/DIV2 qualification as recognised by APRHA.
- (b) Is in the second year of practice.
- (c) New employees who can provide an evidence of practice of one year or more would be employed at this rate.

Skill Indicators

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

- speed and flexibility in accurate decision making;
- organization of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognize and report deviations from stable conditions across a broad range of resident and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individuals/groups.

Registered nurse—level 1 (RN1)

An employee at this level performs their duties:

- (a) according to their level of competence; and
- (b) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

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

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

Registered nurse—level 2 (RN2)

An employee at this level:

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

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

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

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

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

Registered nurse—level 3

An employee at this level:

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

An employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

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

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

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Duties of a **Nurse Manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

Duties of a **Nurse Educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse—level 4

An employee at this level:

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

An employee at this level may also be known as an Assistant Director Of Nursing (Clinical), Assistant Director Of Nursing (Management), or Assistant Director Of Nursing (Education).

- (a) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (b) In addition to the duties of an RN3, an employee at this level will perform the following duties:

Duties of an **Assistant Director Of Care (clinical)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;

- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Duties of an **Assistant Director Of Care (management)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

Duties of an **Assistant Director Of Care (education)** will substantially include, but are not confined to: providing leadership and role modelling, in conjunction with others including the Assistant Director Of Nursing (clinical) and the Assistant Director Of Nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;

- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Registered Nurse – Level 5 means a Registered Nurse who is engaged as Director of Care and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.

NON-NURSING STAFF

In January 2011, Emmerton Park employees, known as Personal Care Workers under the Aged Care Award 2010, requested and voted in favour of being known as Nursing Care Assistants and are referred to as Nursing Care Assistants in the following classifications.

Aged Care Worker—level 1 Entry level:

An employee who has less than three month's 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	Resident/Client Care
General Clerk < 494 hours of service	Food Services Assistant < 494 hours	
Laundry Hand < 494 hours of service		
Cleaner < 494 hours of service		
Assistant Gardener		

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 on-the-job training for basic data entry (notes) into computerised care program

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Resident/Client Care
General Clerk/Typist > 494 and < 1976 hours of service	Food Services Assistant >494 and >1976 hours	Personal Care Worker/Nursing Care Assistant < 494 hours of service
Laundry Hand		

> 1976 hours of service		
Cleaner > 1976 hours of service		
Gardener (limited experience)		
Maintenance/Handy Person (limited experience)		

Aged care employee—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; and
- Requires on-the-job training for basic data entry (notes) into computerised care program
- 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	Resident/Client Care
General Clerk/Typist >1976 hours of service	Cook	Personal Care Worker/Nursing Care Assistant >494 and <1976 hours of service
Receptionist		Personal Care Worker/Nursing Care Assistant returning after an absence of more than 5 years
		Leisure and Lifestyle Assistant (unqualified)

Aged care employee—level 4

An employee at this level:

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

In the case of a Personal Care Worker/Nursing Care Assistant, the worker:

- is required to hold a relevant Certificate III qualification.
- is capable of data entry into computerised care programs in relation to nursing notes.

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Resident/Client Care
Senior Clerk	Senior Cook	Personal Care Worker/Nursing Care Assistant
Senior Receptionist		Leisure & Lifestyle (Cert IV)
Maintenance/Handyperson (qualified)		Hydrotherapy Assistant
Gardener (Trade or Certificate III)		Personal care Worker/Nursing Care Assistant working in the Community

Aged care employee—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, 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	Resident/Client Care
	Chef	Personal Care Worker/Nursing Care Assistant – participates in medication endorsement
		Leisure and Lifestyle Assistant (Diploma)
		Physiotherapy Assistant
		Podiatry Assistant

Aged care employee—level 6

An employee at this level:

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

Indicative tasks performed at this level are:

General and Administrative Services	Food Services	Resident/Client Care
Senior Maintenance Tradesperson	Senior Chef	Hydrotherapy Supervisor
Senior Gardener		

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, rosters 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	Resident/Client Care
Clerical Supervisor	Food Services Supervisor	Leisure and Lifestyle Supervisor/Co-ordinator
Services Supervisor		
Laundry Supervisor		
Payroll/Rosters Officer		

SCHEDULE B – SALARIES

NURSING										
Classification	Annual/Hourly Rate 2013		FFPP after 1/7/2014 3.4%		FFPP after 1/7/2015 2.85%		FFPP after 1/7/2016 2.85%		FFPP after 1/7/2017 2.85%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
ENROLLED NURSE MEDICATION ENDORSED - LEVEL 2										
1 st year of service	\$48,305	\$24.4459	\$49,947	\$25.2770	\$51,371	\$25.9974	\$52,835	\$26.7383	\$54,341	\$27.5004
2 nd year of service	\$49,205	\$24.9013	\$50,878	\$25.7480	\$52,328	\$26.4818	\$53,819	\$27.2365	\$55,353	\$28.0127
REGISTERED NURSE - LEVEL 1										
1 st year of service	\$48,069	\$24.3264	\$49,703	\$25.1535	\$51,120	\$25.8704	\$52,577	\$ 26.6077	\$54,075	\$27.3660
2 nd year of service	\$50,317	\$25.4641	\$52,028	\$26.3298	\$53,511	\$27.0802	\$55,036	\$ 27.8520	\$56,604	\$28.6458
3 rd year of service	\$52,564	\$26.6012	\$54,351	\$27.5057	\$55,900	\$28.2896	\$57,493	\$ 29.0958	\$59,132	\$29.9251
4 th year of service	\$54,811	\$27.7384	\$56,675	\$28.6815	\$58,290	\$29.4989	\$59,951	\$ 30.3396	\$61,660	\$31.2043
5 th year of service	\$57,059	\$28.8760	\$58,999	\$29.8578	\$60,680	\$30.7087	\$62,410	\$ 31.5839	\$64,189	\$32.4841
6 th year of service	\$59,306	\$30.0132	\$61,322	\$31.0336	\$63,070	\$31.9181	\$64,868	\$ 32.8277	\$66,716	\$33.7633
7 th year of service	\$61,554	\$31.1508	\$63,647	\$32.2099	\$65,461	\$33.1279	\$67,326	\$ 34.0721	\$69,245	\$35.0431
8 th year of service	\$63,801	\$32.2880	\$65,970	\$33.3857	\$67,850	\$34.3372	\$69,784	\$ 35.3159	\$71,773	\$36.3224
REGISTERED NURSE - LEVEL 2										
1 st year of service	\$66,047	\$33.4246	\$68,293	\$34.5610	\$70,239	\$35.5460	\$72,241	\$36.5591	\$74,300	\$37.6010
2 nd year of service	\$67,546	\$34.1832	\$69,843	\$35.3454	\$71,833	\$36.3528	\$73,880	\$37.3888	\$75,986	\$38.4544
3 rd year of service	\$69,043	\$34.9408	\$71,390	\$36.1288	\$73,425	\$37.1584	\$75,518	\$38.2175	\$77,670	\$39.3067
4 th year of service	\$70,543	\$35.6999	\$72,941	\$36.9137	\$75,020	\$37.9657	\$77,158	\$39.0478	\$79,357	\$40.1606
REGISTERED NURSE - LEVEL 3										
1 st year of service	\$73,352	\$37.1215	\$75,846	\$38.3836	\$78,008	\$39.4775	\$80,231	\$40.6026	\$82,517	\$41.7598
2 nd year of service	\$75,037	\$37.9742	\$77,588	\$39.2653	\$79,800	\$40.3844	\$82,074	\$41.5353	\$84,413	\$42.7191
3 rd year of service	\$76,723	\$38.8274	\$79,332	\$40.1476	\$81,593	\$41.2918	\$83,918	\$42.4686	\$86,310	\$43.6789
4 th year of service	\$78,407	\$39.6797	\$81,073	\$41.0288	\$83,383	\$42.1981	\$85,760	\$43.4007	\$88,204	\$44.6377
REGISTERED NURSE - LEVEL 4										
Grade 4 (121beds +)	\$93,953	\$47.5471	\$97,147	\$49.1637	\$99,916	\$ 50.5648	\$102,764	\$ 52.0059	\$105,692	\$53.4881
Grade 3 (91-120 beds)	\$87,398	\$44.2298	\$90,370	\$45.7336	\$92,945	\$ 47.0370	\$95,594	\$ 48.3775	\$98,318	\$49.7563
Grade 2 (61-90beds)	\$87,398	\$44.2298	\$90,370	\$45.7336	\$92,945	\$ 47.0370	\$95,594	\$ 48.3775	\$98,318	\$49.7563
Grade 1 (0-60beds)	\$87,398	\$44.2298	\$90,370	\$45.7336	\$ 92,945	\$ 47.0370	\$95,594	\$ 48.3775	\$98,318	\$49.7563
REGISTERED NURSE - LEVEL 5										
Grade 4 (91-120beds)	\$107,998	\$54.6549	\$111,670	\$56.5131	\$114,853	\$ 58.1237	\$118,126	\$59.7803	\$121,492	\$61.4840
Grade 3 (61-90beds)	\$100,508	\$50.8644	\$103,925	\$52.5938	\$106,887	\$ 54.0927	\$109,933	\$55.6343	\$113,067	\$57.2199
Grade 2 (31-60beds)	\$93,953	\$47.5471	\$97,147	\$49.1637	\$99,916	\$ 50.5648	\$102,764	\$52.0059	\$105,692	\$53.4881
Grade 1 (1-30beds)	\$87,398	\$44.2298	\$90,370	\$45.7336	\$ 92,945	\$ 47.0370	\$95,594	\$48.3775	\$98,318	\$ 49.7563

GENERAL STAFF										
Classification	Annual/Hourly Rate 2013		FFPP after 1/7/2014 3.4%		FFPP after 1/7/2015 2.85%		FFPP after 1/7/2016 2.85%		FFPP after 1/7/2017 2.85%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
AGED CARE WORKER - LEVEL 1										
Service Employee	\$34,437	\$17.4276	\$35,608	\$18.0201	\$36,623	\$18.5337	\$37,666	\$19.0619	\$38,740	\$ 19.6052
Administrative Employee	\$34,560	\$17.4898	\$35,735	\$18.0847	\$36,754	\$18.6001	\$37,801	\$19.1302	\$38,879	\$ 19.6754
AGED CARE WORKER - LEVEL 2										
Service Employee	\$35,658	\$18.0456	\$36,870	\$18.6592	\$37,921	\$19.1909	\$39,002	\$19.7379	\$40,114	\$ 20.3004
Administrative Employee	\$36,003	\$18.2202	\$37,227	\$18.8395	\$38,288	\$19.3764	\$39,379	\$19.9286	\$40,501	\$ 20.4966
AGED CARE WORKER - LEVEL 3										
Personal Care Worker/Nursing Care Assistant (no qualifications)	\$36,675	\$18.5602	\$37,921	\$19.1910	\$39,002	\$19.7380	\$ 40,114	\$20.3005	\$41,257	\$ 20.8791
Service Employee	\$37,083	\$18.7666	\$38,344	\$19.4047	\$39,436	\$19.9577	\$40,560	\$20.5265	\$41,716	\$ 21.1115
Entry Level Personal Care Worker/Nursing Care Assistant (qualified) Administrative Employee	\$37,425	\$18.9398	\$38,698	\$19.5840	\$39,801	\$20.1421	\$40,935	\$20.7162	\$42,102	\$ 21.3066
AGED CARE WORKER - LEVEL 4										
Personal Care Worker/Nursing Care Assistant (Cert III/IV) Leisure & Lifestyle Assistant (Cert IV))	\$37,693	\$19.0756	\$38,975	\$19.7242	\$40,086	\$20.2863	\$41,228	\$20.8645	\$42,403	\$ 21.4591
Service Employee	\$37,856	\$19.1580	\$39,143	\$19.8094	\$ 40,259	\$20.3739	\$41,406	\$20.9546	\$42,586	\$ 21.5518
Administrative Employee	\$39,145	\$19.8102	\$40,475	\$20.4835	\$41,629	\$21.0673	\$42,815	\$21.6677	\$44,036	\$ 22.2853
AGED CARE WORKER - LEVEL 5										
Personal Care Worker/ Nursing Care Assistant (Medication Endorsed) Diversional Therapist (Diploma)	\$38,710	\$19.6402	\$ 40,129	\$20.3080	\$ 41,272	\$20.8367	\$42,448	\$21.4820	\$43,658	\$ 22.0943
Service Employee Administrative Employee	\$39,145	\$19.8102	\$40,475	\$20.4835	\$41,629	\$21.0673	\$42,815	\$21.6677	\$44,036	\$ 22.2853
AGED CARE WORKER - LEVEL 6										
Service Employee	\$41,239	\$20.8699	\$42,641	\$21.5796	\$43,857	\$22.1946	\$45,106	\$22.8271	\$46,392	\$ 23.4777
AGED CARE WORKER - LEVEL 7										
Service Employee Administrative Employee	\$41,990	\$21.2500	\$43,418	\$21.9725	\$44,655	\$22.5987	\$45,928	\$23.2428	\$47,237	\$ 23.9052



Emmerton Park Incorporated

ABN: 41 548 336 605 2-12 Senior Drive SMITHTON Tas 7330 (PO Box 397)
Telephone (03) 6452 9400 Facsimile (03) 6452 3571 Email: admin@emmertonpark.com.au

**Fair Work Commission
GPO Box 1994, Melbourne
VICTORIA 3001**

**IN THE FAIR WORK COMMISSION
FWC Matter No.: AG2016/3954**

Applicant: EMMERTON PARK INCORPORATED

Section 185 – Application for Approval of a Single Enterprise Agreement

Undertaking-Section 190

I, Robert Barden, Chief Executive Officer for Emmerton Park Incorporated give the following undertakings with respect to the Emmerton Park Incorporated Staff Agreement 2015 ("the Agreement"):

1. I have the authority given to me by Emmerton Park Incorporated to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Undertakings:**

In the interest of meeting the requirements under Division 4 –Approval of Enterprise Agreements, the employer offers the below listed undertakings.

The existing clauses of the Emmerton Park Incorporated Staff Agreement 2015 are amended with the wording represented in the following undertakings.

The clauses below are to replace the same numbered clause in the Enterprise Agreement submitted.

- i. Redundancy Package Clause 32.5 (a) (ii) and 32.5 (b) (ii)
Two weeks pay for each completed year of service and pro rata for an uncompleted year however employees will be entitled, at a minimum, to the redundancy pay provisions as per Section 119 of the Act.
- ii. Schedule B - Pay Rate – Aged Care Level 3 (Personal Care Worker)
The hourly rate of pay effective First Full Pay Period after 1 July 2016 will be \$20.5265.

iii. Overtime –Day Workers Clause 16.2

(a) Overtime is payable:

- i. for hours worked in excess of the ordinary hours specified in subclauses 16.1 (a)-(c);
- ii. for part-time employees, all time worked in excess of their rostered hours on any one day;

PROVIDED that an employee by agreement in writing with the employer works outside of their rostered hours and does not exceed 8 hours in any day or 38 hours in any week, such work will not attract overtime rates.

- iii. for casual employees, hours worked in excess of 38 hours per week or 8 hours per day.

(b) Overtime is to be paid as follows:

- i. Monday to Saturday (inclusive) – time and a half for the first two hours and double time thereafter;
- ii. Sunday – double time
- iii. Public Holidays – double time and a half

The overtime rate is calculated on the base rate of pay only.

iv. Overtime – Shift Workers Clause 16.8

(a) Hours worked in excess of:

- i. the ordinary hours specified in subclause 16.3; or
- ii. in excess of an employee's rostered shift (provided that a minimum of eight ordinary hours has been worked on the day/shift in question);
or
- iii. the agreed contracted hours, or;
- iv. for casual employees, all time worked in excess of 38 hours per week or 8 hours per day.

shall be paid at the rate of double time.

PROVIDED THAT overtime is not paid in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to the rotation of shifts.

PROVIDED FURTHER that if an employee by agreement in writing with the employer works outside contracted shifts and does not exceed the ordinary hours specified in 16.3 such work shall not attract overtime rates.

(b) In circumstances where the employer is given less than four hours notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designation time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the employer. Double time is then payable for all hours worked in excess of the initial four hour period.

PROVIDED that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

v. Span of Ordinary Hours - Day Workers 16.1 (c) (ii)
Non Nursing Staff 6:00am and 6:00pm

vi. Sleepover Allowance
Sleepovers will not be worked during the life of this Agreement.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signed:



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Date:

15/09/2016

Name in full:

Robert Andrew Barden

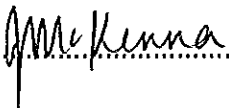
Position:

Chief Executive Officer

Employer's Address:

2-12 Senior Drive Smithton Tasmania 7330

Witnessed by (signature):



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Witness name in full:

Julia Catherine McKenna

Witness address:

Davey Point Road Montagu Tasmania 7330