



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

### **Presbyterian Care Tasmania**

(AG2016/6741)

### **PRESBYTERIAN CARE TASMANIA INCORPORATED NURSES ENTERPRISE AGREEMENT 2016**

Tasmania

COMMISSIONER LEE

MELBOURNE, 14 DECEMBER 2016

*Application for approval of the Presbyterian Care Tasmania Incorporated Nurses Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Presbyterian Care Tasmania Incorporated Nurses Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Presbyterian Care Tasmania. 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 Health Services Union of Australia and Australian Nursing and Midwifery Federation being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement was approved on 14 December 2016 and, in accordance with s.54, will operate from 21 December 2016. The nominal expiry date of the Agreement is 21 December 2019.



COMMISSIONER

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**Annexure A**

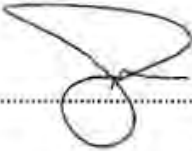
**Undertaking Pursuant to Section 190 - Fair Work Act 2014**

**The Presbyterian Care Tasmania Incorporated Nurses Enterprise Agreement 2016  
AG2016 / 6741**

I, John Brooks, Chief Executive Officer of Presbyterian Care Tasmania Incorporated, 1 - 9 Freshwater Point Road, Legana, in the State of Tasmania, hereby undertake as follows in relation to The Presbyterian Care Tasmania Incorporated Enterprise Agreement 2016:

1. Notwithstanding any other provisions of Clause 27 of the Agreement eligible employees will be entitled to 4 weeks annual leave per year, and to 5 weeks annual leave per year for shift workers who qualify under Clause 27.2.
2. This undertaking shall be of effect while the Agreement remains in force.

**FOR THE EMPLOYER**

Signed: ..... 

Date: 12/ 12/ 2016

Name in full (printed): John Brooks

Position: Chief executive Officer

Witnessed by (signature): ..... 

Witness name in full (printed): Lara Alexander

Witness address: C/- 1 - 9 Freshwater Point Road Legana Tasmania.

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.



PRESBYTERIAN CARE  
TASMANIA

**Presbyterian Care Tasmania Incorporated**  
**Nurses**  
**Enterprise Agreement 2016**

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## PART 1 – APPLICATION AND OPERATION

### 1. Title

This Agreement shall be referred to as the Presbyterian Care Tasmania Incorporated Nurses Enterprise Agreement 2016.

### 2. Commencement and Period of Operation

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

The Agreement shall remain in force until the nominal expiry date which will occur three years from the date of commencement, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009* (the Act).

### 3. Complete Conditions of Employment

Other than individual flexibility arrangements reached in accordance with the Flexibility clause, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

The parties agree that during the life of this Agreement there will be no further claims for increased rates of pay or improvements in terms and conditions of service, other than those matters specifically provided for in this Agreement. Provided that prior to, at, or after the nominal expiry date of this agreement Unions or employees may provide to the employer a Log of Claims and seek to commence bargaining for replacement enterprise agreement.

### 4. Definitions

- (a) **'Act'** means the *Fair Work Act, 2009*.
- (b) **'Child'** of a person includes someone who is a child of the person within the meaning of the *Family Law Act 1975*, and an adopted child or step-child of the person. It does not matter whether the child is an adult.
- (c) **'Employer'** means Presbyterian Care Tasmania Incorporated, a Provider under the *Aged Care Act, 1997* as amended.
- (d) **'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), and includes a former de facto partner of the employee.

- (e) **'Immediate family'** has the meaning under the NES and includes a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (f) **'Relevant hourly rate'** means the hourly rate for an employee's classification as specified in Schedule B.
- (g) **'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.
- (h) **'Spouse'** includes a former spouse.
- (i) **'Standard rate'** means an amount of \$853.30 per week, which will increase annually according to clause 16.
- (j) **'Year of service'** means 1976 ordinary hours worked, and includes paid public holidays, annual leave and personal leave.

## 5. Scope of the Agreement

This agreement shall apply to Presbyterian Care Tasmania Incorporated (ABN: 36 429 960 466) in respect of the employment by the employer of all employees for whom classifications appear in this agreement.

## 6. Relationship to the National Employment Standards

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

## 7. Purpose of the Agreement

The purpose of the agreement is to:

- Achieve a stable industrial relations framework at Presbyterian Care Tasmania Incorporated in order to assist individuals to improve their efficiency, quality of services and business performance.
- Create an environment whereby there can be further investment in the future growth and development of aged care services, a critical factor in ensuring medium to long term viability.
- Improve the productivity and efficiency of the enterprise by ensuring that management and labour practices are more closely attuned to current and future needs and objectives of the enterprise,
- Create a quality environment which is conducive to flexible work organisation well placed to meet changing markets and technology,
- Promote flexibility and co-operation in the workplace,
- Make the business a viable, productive and enduring enterprise offering secure employment and worthwhile careers for employees.



- Develop a stable and safe working environment within which all employees are committed to participating in an ongoing process of change.
- Foster an environment in which employees care about their work and take pride in their contribution.

Improved productivity and flexibility will facilitate improved customer service and as a result increase the profitability of the business which in turn increases the security of employment of the employees.

The Agreement aims at continually improving communication and cooperation at the workplace level between management, staff and Unions. The Agreement recognises the important contribution of all aged care staff and their Union in ensuring the organisation's future.

### **Presbyterian Care Tasmania Incorporated's Vision**

#### **Our Vision**

*Excellence and leadership in the provision of aged, community and disability services*

#### **Our Mission**

*Enriching the lives of others*

## **8. Agreement flexibility**

8.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

8.2. 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.

8.3. The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

8.5. The employer or employee may terminate the individual flexibility arrangement;

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

## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **9. Consultation regarding major change**

9.1. 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.

#### **9.2. Major Change**

- (a) For a major change referred to in clause 9.1(a):
  - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (ii) subclauses (a) to (h) herein to apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
- (d) As soon as practicable after making its decision, the employer must:
  - (i) discuss with the relevant employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the employees; and

- measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the employees; and
  - any other matters likely to affect the employees.
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) 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 subclauses 9.2(a), (b) and (d) are taken not to apply.
- (h) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.

### **9.3. Change to regular roster or ordinary hours of work**

- (a) For a change referred to in 9.1(b):
  - (i) the employer must notify the relevant employees of the proposed change; and
  - (ii) sub-clause 9.3(b) to (f) to apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- (d) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion—provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the employer reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (iii) 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).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (g) In this term: **relevant employees** means the employees who may be affected by a change referred to in subclause 9.1.

## 10. Dispute Resolution

- (a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4)) or a workplace right as defined in the Fair Work Act 2009 subsection 341(1), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If the matter arising under this agreement, or a dispute in relation to the NES 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 must agree on the process to be utilised by The Fair Work Commission including mediation, conciliation and consent arbitration.
- (c) 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 including mediation, conciliation or arbitration.
- (d) An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (e) The parties to the dispute and their representatives must act in good faith in relation to the dispute.

- (f) 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.
- (g) The parties to the dispute agree to be bound by a decision made by The Fair Work Commission in accordance with this clause.
- (h) A grievance in respect to workloads shall in the first instance be raised with the relevant supervisors and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate. If the matter still remains unresolved after 10 days, the dispute resolution process detailed above in this Agreement will be followed.

## **PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

### **11. Employment categories**

#### **11.1. FULL-TIME EMPLOYEES**

- (a) A full-time employee is one who is engaged to work an average of 38 ordinary hours per week, in accordance with the ORDINARY HOURS clause of this agreement.

#### **11.2. PART TIME EMPLOYEES**

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of the agreement specified in subclause (b) herein may be varied by agreement and recorded in writing.
- (d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (e) Reasonable additional hours may be worked in accordance with the ORDINARY HOURS and OVERTIME clauses of this agreement.
- (f) A part-time employee may agree, by genuine mutual written consent, to alter their hours as described in subclause (a).

- (g) Any change to rostered hours including those above the guaranteed minimum to a maximum of 80 hours per fortnight that are paid at ordinary time must be agreed in writing to be worked by the employee and must not be a directive of the employer. Any hours over rostered hours directed by the employer will be paid as overtime and the employee should indicate such on their time sheet unless the employee agrees to alter their hours pursuant to subclause (f) above.
- (h) **Review of Part-time Hours:** At the request of a part time employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their guaranteed minimum number of hours then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (i) Any adjusted guaranteed minimum number of hours resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (j) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are an average of 38.
- (k) Payment in respect of personal/carer's leave (where an employee has an accumulated entitlement) for a part-time employee will be on a pro rata basis made according to the number of hours the employee would have worked on the day or days on which the leave was taken.
- (l) Part-time employees will receive a minimum payment of two hours for each engagement.

### **11.3. CASUAL EMPLOYEES**

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part time, full-time, temporary or fixed term employee, to work up to and including an average of 38 ordinary hours per week. The work pattern will be irregular and unpredictable except in the case where the casual employee is replacing another employee on leave.
- (b) A casual employee will be paid per hour worked at the relevant hourly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
- (c) The minimum engagement for a casual employee is two hours.

### **11.3.1. Casual Conversion**

- (a) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
  - (i) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
  - (ii) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
- (b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (c) Casual conversion will not apply or be considered, where a casual has covered absences of permanent staff that are expected to return to work.
- (d) Casual employees must not be placed on a roster for a period in excess of eight weeks unless engaged to temporarily cover the absence of a full time or part-time employee.

PROVIDED THAT these provisions may be varied by agreement between the employer and the employee.

### **11.3.2. Cancellation of Shift**

- (a) Where an employer has engaged a casual employee in accordance with this clause the employer shall 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 is not given the employee is to be paid three hours pay.

- (b) A casual employee whose engagement is cancelled without the minimum notice specified 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.
- (c) PROVIDED THAT a claim for reimbursement must be made to the employer no later than four weeks from the date the expenditure was incurred.

## 12. Contract of employment

### 12.1.

- (a) All employees not employed as a casual employee will be employed by the fortnight.
- (b) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (c) An employee (other than a casual employee), is entitled to be paid, including any overtime and other penalty rates, if:
  - (i) as a result of an action by the employer, the employee does not work for the maximum number of ordinary working hours specified in this Agreement (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and
  - (ii) the employee is ready and willing to work during those ordinary working hours.
- (d) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure in this Agreement.
- (e) This clause does not allow the employer to pay an employee at a rate lower than their classification for performing work of a lower classification nor does it prevent the employee receiving any entitlement for performing work at a higher classification.

### 12.2. TERMINATION OF EMPLOYMENT

#### (a) Employer Giving Notice

Employment shall be terminated by the period of notice in the below table which is in line with the *Fair Work Act 2009*. This shall not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages shall be paid up to the time of dismissal only.

Employee's period of continuous service with the employer	Period of notice
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (i) The required period of notice is to be increased by one week if the employee:
  - is over 45 years old; and



- has completed at least 2 years of continuous service with the employer.
  - (ii) The employer may pay out an employee's notice period in lieu of the employee actually working it. The payment in lieu is to equal the wages the employee would have earned during the notice period up until the actual date of termination.
- (b) Employee Giving Notice
- (i) The notice of termination required to be given by an employee is two weeks.
  - (ii) If an employee fails to give two weeks' notice, or there is no mutual agreement between employer and employee to reduce the notice period, the employer may withhold monies due to the employee to a maximum amount equal to the amount the employee would have received, which shall be forfeited by the employee, providing any withholding of monies or deduction of monies from an employee's pay may only be made with the employee's authorisation.
- (c) Casual Employees
- (i) Subject to 11.3 casual employment may be terminated by the employer or employee with the provision of two (2) hours' notice.

## **13. Redundancy provisions**

### **13.1. Requirement to Consult**

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

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

### **13.2. 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.

### **13.3. 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
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 required period of notice is to be increased by one week if the employee:
  - (i) Is over 45 years old at the time of termination of employment; and
  - (ii) Has completed at least 2 years of continuous service with the employer

**13.4. 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 effected.

- (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 subclause (a).
- (d) The employer is to consult with the affected employee(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

**13.5. Redundancy Payments**

**13.5.1. Employees Employed after commencement of the Agreement**

- (a) For the first two years of the operation of this Agreement, any employee who commences employment after this agreement is made will be paid a redundancy amount in accordance with the following table:

Length of Continuous Service with the employer	Redundancy Pay
At least 1 year, but less than 2 years	6 weeks
At least 2 years, but less than 3 years	8 weeks

- (b) For the final year of this Agreement and thereafter, any employee who commences employment after this Agreement is made will be paid a redundancy amount in accordance with the NES.
- (c) For employees already employed at the time of making this agreement will be paid a redundancy amount in accordance with the following clauses.

#### 13.5.2. Voluntary Redundancies

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

#### 13.5.3. Involuntary Redundancies

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

#### **13.5.4. Partial Redundancy Package for Changed or Decreased Hours**

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

partial redundancy payment = existing weekly rate, minus new weekly rate, multiplied by the number of weeks of redundancy payable for the employee's length of service as set out in the NES.

#### **13.5.5. Definition**

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

#### **13.5.6. Paid Time off to Seek Alternative Employment**

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

#### **13.5.7. 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.

#### **13.5.8. 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.

### **14. Classifications**

Classifications are outlined in Schedule A.

### **15. Allowances and Related Matters**

#### **15.1. Uniforms**

Employees, other than Executive Staff, will be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms or by mutual agreement be paid an allowance of \$13.50 per week for staff working greater than 20 hours per week and \$6.75 per week for staff working 20 hours or less per week and shall be paid for each week or part of a week of paid employment except for periods of absence in excess of three working days, but inclusive of public holidays not worked.

An employee, on leaving employment, will return any uniform provided by the employer which is still in use by the employee immediately prior to leaving employment.

#### **15.2. Protective Clothing**

The employer will provide where necessary, suitable protective clothing for the employees. An employee, who is supplied with protective clothing, will wear the clothing for the purpose for which it is supplied.

The employer will maintain full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the employee's duties.

The employer will compensate an employee where, in the course of the work, an employee's clothing is damaged, destroyed by fire or by the use of corrosive substances.

**15.3. Licence Allowance**

An employee directed by the employer to drive vehicles supplied by the employer as part of their employment, shall upon presentation of his/her current licence to the employer, be reimbursed the cost of the annual licence fee.

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

**15.4. Travel**

Travel to and from home to work is not considered using a vehicle in connection with the business of the employer.

In addition to the per kilometre travel allowance, employees are to be reimbursed for all reasonable travel costs associated with work related travel authorised by the employer. The employer and the employee will agree prior to travel, the amount that is reasonable in respect of travel costs relating to fares, meals and accommodation.

All such costs must be approved by the employer prior to the expense being incurred.

Where an Employee with approval from the employer uses their own motor vehicle in connection with the business of the employer, they are to be reimbursed on a per kilometre travelled basis in accordance with the rates set by the Australian Taxation Office from time to time in their Rates per Business Kilometre table for "Claiming a Deduction for Car Expenses Using the Cents per Kilometre Method".

**15.5. Police Checks**

Presbyterian Care Tasmania Inc. will meet the recurrent costs for National Police checks as required by the Commonwealth under the Aged Care Act 1997 (Cth) and subsequent amendments.

**15.6. Meals**

Employees who are required to travel away from their usual worksite at their usual meal time may be entitled to a meal allowance, upon presentation of a receipt or other acceptable evidence, according to the table below:

	Allowance	Distance
Nursing Staff	<ul style="list-style-type: none"> <li>• breakfast - \$9.90</li> <li>• lunch or midday meal- \$10.59</li> <li>• dinner or evening meal- \$16.68</li> </ul>	Greater than 16km

**15.7. Higher Duties and In Charge Allowance**

An employee who, for a period of three 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.

An employee engaged as a nursing employee who, for a period of three 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.

An Enrolled Nurse, a Registered Nurse Level 1 or Registered Nurse Level 2 who, for more than half a shift, is required to assume charge of a care unit where a Registered Nurse Level 3 is normally employed, shall be paid \$22.51 for each shift worked.

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

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

**15.8. Post Graduate Qualification Allowance**

(a) An Enrolled Nurse, or a Registered Nurse Level 1 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) A post graduate qualification allowance paid in accordance with this sub clause shall be taken into account in calculating overtime and annual leave payments.

#### **15.9. Preceptor and Training Allowance**

An Enrolled Nurse, a Registered Nurse Level 1, a Registered Nurse Level 2 or ECA who acts as a preceptor/trainer shall be paid an allowance of \$2.26 per hour for all time spent so acting, subject to the following:

- (a) the preceptor/training program must be approved by the employer; and
- (b) for nursing employees the employee must be a Australian Health Practitioner Regulation Agency endorsed preceptor; or
- (c) for non-nursing employees the employee must hold an Certificate IV in Workplace Training and Assessment: and
- (d) where an employer requires an employee to act as a preceptor or trainer the employer will pay all course fees and provide time off on full pay for the employee to attend the preceptor course or training course.

#### **15.10. Part-Time and Casuals**

All weekly based allowance amounts will be paid pro-rata to part-time and casual employees for the number of ordinary hours worked in the week the allowance was applicable, on the basis that the ordinary weekly hours of work for full-time employees are 38.

#### **15.11. Allowance Increases**

All allowances in this agreement will increase at the same time and at the same percentage as agreed for wages increases. Allowance increases will commence from the first full pay period on or after July 1<sup>st</sup>2016.

#### **15.12. Allowances Not To Be Taken Into Account**

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

### **16. Wage Rates**

During the nominal life of this agreement wage rates outlined in the Schedules will increase by 2.5% from the first full pay period commencing on or after 1 July each year.

Where in any year the percentage wage increase awarded by the Fair Work Commission in its annual wage review is higher than the percentages referred to above, the wage rates

outlined in the Schedules will increase by the same percentage increase as awarded by the Fair Work Commission in its annual wage review.

## **17. Payment of wages**

Wages will be paid fortnightly. Once a pay day is established, that pay day shall not be changed without consultation with employees and the giving of at least one months' notice.

Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.

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

### **17.1. Payslips**

In addition to the requirements for details to be contained on a pay slip covered by the Fair Work Regulations, the employer agrees to include personal leave accrual amounts on employee pay slips for the life of this agreement.

Although all care will be taken to ensure that accrual amounts are accurate, errors that are displayed on a pay slip are subject to be rectified by the employer as soon as any discrepancy is identified.

### **17.2. Deduction of Moneys**

Where authorised by an employee in writing, the employer is to make deductions from the employee's wages. Such authority must be given in relation to any deduction from wages under this clause.

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 is entitled to deduct such owed money from the employee's final pay.

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

### **17.3. Underpayments**

- (a) In the event of an overpayment to an employee where the overpayment has been made in one lump sum the following shall apply:
  - (i) The employer will negotiate a repayment arrangement with the employee.
  - (ii) If agreement is reached such agreement will be documented and implemented.
  - (iii) If no agreement is reached such overpayment will be repaid over a maximum period of six (6) pays and the employer shall deduct such monies from the employee's pay, subject to clause 17.2.
  
- (b) In the event of an overpayment to an employee where the overpayment has been made over an extended period of time the following shall apply:
  - (i) The employer will negotiate a repayment arrangement with the employee.
  - (ii) If agreement is reached such agreement will be documented and implemented.



(iii) If no agreement is reached such overpayment will be repaid over a maximum period of twelve months and the employer shall deduct such monies from the employee's pay, subject to clause 17.2.

- (c) In the event of exceptional circumstances, the provisions of subclauses 17.3(a) and (b) may be waived by agreement between the employer and employee.

**17.4. Late Payment of Wages**

- (a) Except in circumstances beyond the control of the employer, and subject to below, an employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid at overtime rates after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.
- (b) Payment at the overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

**17.5. Agreed Alternative Arrangements - No Waiting Time Payment to Apply**

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

**PROVIDED THAT** if the employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of 17.4 above until such time as the employee's wages are paid.

**18. Salary packaging and salary sacrifice**

- (a) Employees' rates of pay specified in Schedule B of this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation, and –
- (i) the employer is required to offer salary packaging to all employees by no later than 6 months after the certification of the agreement;
- (ii) employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
- (b) 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.
- (c) 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, annual or other leave with pay, including long service leave.

- (d) 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.
- (e) 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 –
  - (i) all entitlements due to the employee on termination will be paid at the employee's relevant hourly rate;
  - (ii) 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.
- (f) If an employee has entered into a salary packaging arrangement superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* as amended must be calculated at the employee's relevant hourly rate.
- (g) If an employee has entered into a salary packaging arrangement annual leave loading entitlements must be calculated at the employee's relevant hourly rate.
- (h) 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.
- (i) The employer will advise each employee in writing –
  - (i) that an employee's participation in salary packaging is optional and entirely voluntary;
  - (ii) of the employee's classification level and relevant hourly rate;
  - (iii) that the employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;
  - (iv) 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.
  - (v) 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;
  - (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
  - (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the employer for reasons other than legislative requirements then the employer must give two months' notice.

- (viii) that in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employees' wages will revert to their respective relevant hourly rates as specified in this Agreement.
- (j) Salary packaging arrangements shall be entered into only in accordance with this Clause.
- (k) By agreement with the employer an employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule B of this agreement, and have that sacrificed as a pre-tax amount of salary contributed to a complying superannuation fund of the employee's choice.
- (l) Where applicable the provisions of this clause shall apply to salary sacrifice arrangements.

## **19. Superannuation**

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.

The rights and obligations in this clause supplement those in superannuation legislation.

### **19.1. Employer Contributions**

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

### **19.2. Voluntary Employee Contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause 19.1.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.

- (c) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs 19.2(a) or (b) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.

### **19.3. Superannuation Fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause 19.1 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause 19.1 and pay the amount authorised under subclauses 19.2(a) or 19.2(b) to the Health Employees Superannuation Trust of Australia (HESTA).

## **20. Hours of Work and Related Matters**

### **20.1. Ordinary Hours**

The ordinary hours of work for Nursing Day Workers will be an average of 38 hours per week worked over 152 hours per four week rostered period.

**Day Workers** The span of ordinary hours will be between 7:00 am and 7:00 pm, Monday to Friday with a maximum of 8 hours each day.

The spread of hours above may by agreement between the employer and the majority of employees concerned be altered for all employees, or a section of employees.

Work performed before 7.00am and after 7.00pm, other than by agreement as provided for above is to be paid at overtime rates.

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

### **20.2. Shiftworkers**

- (a) A shiftworker is an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work
- (b) The ordinary hours of work for shiftwork employees will be an average of 38 hours per week worked over 152 hours per four week rostered period.
- (c) Other than as provided for in (d), (e) and (i) below, the ordinary hours of shift workers are not to exceed-
  - (i) 8 in anyone day;
  - (ii) 48 in anyone week;
  - (iii) 88 in 14 consecutive days;
  - (iv) 114 in 21 consecutive days; or
  - (v) 152 in 28 consecutive days.

- (d) Notwithstanding (c) above, by agreement between the employer and a majority of the employees in a particular ward or work area, the ordinary hours of work for shift employees may be extended to ten per day, to be paid at the appropriate shift rate.
- (e) Notwithstanding (c) above, for nursing staff and by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of twelve per day.

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

An arrangement in writing under this subclause shall be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employee's employment file.

The Employer shall not use this subclause to reduce the full time equivalent (FTE) staff employed in the residential aged care facility.

In the event of the arrangements contemplated in this subclause being discontinued, the employee/s shall be returned to pre-existing conditions and shall not suffer any loss or prejudice in employment whatsoever.

- (f) No employee (or prospective employee) shall be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement. A shiftworker will work their shift continuously - the hours will not be broken. However, in an emergency situation the continuous hours may be broken by agreement between the employer and employee.
- (g) Employees working afternoon or night shift will be paid the following percentages in addition to the applicable ordinary time rate for the appropriate employee classification for such shift in lieu of overtime payments.

#### *Shift Percentages*

**Afternoon shift** – Those employees rostered to work outside of the ordinary hours of a day worker, not fitting the definition of night shift- specifically any shift that ends after 6pm and at or before midnight. 15% shift loading

**Night shift** -Rostered to work some or all hours between midnight and 8 am. 20% shift loading

An employee engaged as a Nurse and working as a shift worker who:

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

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

**PROVIDED THAT** where a shift worker by mutual arrangement with an employer works permanently on either an afternoon or night shift, and where but for such arrangement a rotating or alternating roster would need to be worked, such employee shall be paid 15% more than the ordinary salary rate for each permanent afternoon shift or 20% more than the ordinary rate for each permanent night shift worked.

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

(i) **Part Time Rostered Hours**

The number of rostered hours worked by a part-time shift worker shall be a maximum of 8 hours per shift and shall not exceed 80 hours in any one fortnight or 152 hours in 28 consecutive days.

(j) A casual employee will be paid the shift allowance calculated on the relevant hourly rate excluding the casual loading with the casual loading component then added to the shift penalty rate of pay. EG: Casual loading 25% plus shift loading 15% equals a total casual shift penalty of 40% which is then applied to the relevant hourly rate.

**20.3. Make-up Time**

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

(b) A rostered employee may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

An employee or the employees may choose to request their union to represent their interests in discussions referred to in paragraph (a) above.

(c) The employer must keep a record of make -up time arrangements in the wages records.

**20.4. Rosters**

The roster will be displayed setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.

The roster will be based on a 28 day cycle and will be displayed at least two weeks prior to the commencing date of the first working period in any roster.

Where practical ADOs will be displayed on the roster, as well as the rostered days off.

Rosters will not require an employee to work more than eight hours each day subject to agreement being reached in accordance with the Hours clause in this agreement

A roster established in accordance with this clause, will:

- provide for not more than eight days to be worked in any nine consecutive days
- not be changed until after four weeks' notice or in the case of an individual employee will not be changed except on one weeks' notice of such change or the payment of two weeks' pay in lieu of notice in accordance with the employees previous roster;
- clearly stipulate a 28 day accounting period which will include any accrued day off in addition to eight rostered days off.

Employees engaged to provide relief on accrued days off will, when providing relief, be regarded as rostered employees for all purposes of this Agreement (except for an entitlement to additional annual leave).

Permanent part time staff will receive rostering preference for additional shifts over casual employees.

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

A rostered employee will work their eight hour day continuously. However, in an emergency situation the continuous hours may be broken by agreement between the employer and the employee and with the approval of the union. All work performed in excess of a spread of nine hours will be paid at the rate of double time.

Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, will be entitled to the provisions of this clause with the following exceptions:

- Where an employee works by written agreement with the employer they will not attract a penalty (other than roster loading, Saturday, Sunday and Holiday with Pay penalty) except that any time worked in excess of eight hours per day will be paid at double time except as provided in the Hours Clause in this Agreement,

OR

- Where an employee is instructed to work, they are entitled to overtime payments in accordance with the Overtime Clause of this Agreement.

#### **20.5. Rest breaks between rostered work**

An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.

By mutual agreement, the 10 hour rest break may be reduced to eight hours.

**20.6. Rostered Days off**

Rosters will provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the employees, union, alternative arrangements are made.

**20.7. Changes to Rosters**

Unless mutually agreed, 28 days' notice will be given by the employer of a change in a roster. Mutually agreed includes where a part time employee accepts more hours to cover shift requirements.

Part time Staff have priority over Casuals for temporary additional hours that become available as a result of other staff taking leave. Part time staff must indicate in writing to "payroll/human resources" availability for such additional hours.

**20.8. Handover**

Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 45 minutes in any twenty-four hour period is to be paid for handover. This will be through an extension of each eight hour shift by a period of 15 minutes.

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

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

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

**20.9. Daylight Savings**

Upon the changeover of time as a result of daylight saving currently in October and March each year the following shall apply:

Employees shall be paid for actual time worked irrespective of the length of the shift.

Employees paid in accordance with this clause are not entitled to claim for the 1 hour lost, and those working the additional hour will be paid at the appropriate rate, including 1 hour overtime where applicable.

**20.10. Accumulation and taking of accrued days off (ADOs)**

ADOs only apply to full-time employees.

Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in this agreement, ADOs will normally be taken in the month they occur or where this doesn't happen they are to be taken within 3 months of the date on which the ADO accrued or be paid out at ordinary time or



added to annual leave accruals as agreed between the individual employee and the employer.

Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.

The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off prescribed in this agreement (above), ADOs will not be rostered on public holidays.

## **21. Saturday and Sunday Work**

### **21.1. Saturday work - 150%**

Employees (other than casuals), for working ordinary hours where the predominant working hours are on a Saturday, will be paid at the rate of time and one half of the employee's base rate for all hours worked, however, the rates are in substitution for and not cumulative upon any other shift penalty.

### **21.2. Sunday work - 200%**

Employees (other than casuals), for working ordinary hours where the predominant working hours are on a Sunday, will be paid at the rate of double time of the employee's base rate for all hours worked, however, the rates are in substitution for and not cumulative upon any other shift penalty.

### **21.3. Casuals**

A casual employee is paid at the following penalty rates for all work performed on:

- (a) Saturdays 175%;
- (b) Sundays 225%;

Casual Saturday and Sunday penalty rates are in substitution for all shift and casual loadings.

## **22. Overtime**

The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer. Overtime rates of pay are in substitution of other penalty rates, loadings (except casual loading) and shift allowances.

### **22.1. Full-time day employees**

A full-time day employee (excluding shiftworkers) will be paid overtime for:

- (a) hours in excess of 8, or 10 by agreement, on any given day;
- (b) all authorised overtime on Monday to Friday;
- (c) for all hours in excess of 152 per 4 week accounting/rostered period; payment will be made at the rate of time and a half for the first two hours and double time thereafter;

- (d) all authorised overtime on a Saturday or Sunday, payment will be made at the rate of double time; and
- (e) all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.
- (f) Hours worked outside the span of hours described in the hours of work clause.

**22.2. Part-time day workers**

In addition to the overtime payments for full time day workers, part time day workers will receive overtime payments for all work:

- (a) In excess of 76 hours per fortnight; or
- (b) In excess of their rostered hours on any one day [unless an agreement has been entered into in accordance with Clause 11.2(f)]
- (c) Hours worked outside the span of hours described in the hours of work clause.

Overtime will be paid at the rate of time and one half for the first two hours and double time thereafter except that on Saturdays and Sundays such overtime will be paid at the rate of double time and on public Holidays at the rate of double time and a half.

**22.3. Full-time shiftworkers**

A Fulltime shiftworker will be paid overtime for:

- (a) all hours in excess of 152 per 4 week accounting/rostered period;
- (b) all hours in excess of 8 hours per shift unless by agreement in accordance with clause 20.2(d) on any given occasion 8 is extended to 10 or 12 hours, in which case overtime will be paid for those hours in excess of the agreed extended hours;

payment will be made at the rate of double time.

**22.4. Part-time shiftworkers**

Part time shiftworkers will receive an overtime payment at the rate of double time for all hours worked in excess of the hours stipulated at clause 20.2(i) unless agreement to extend the daily hours is made in accordance with Clause 20.2, or unless an agreement is varied pursuant to clause 11.2(f) and 11.2(g).

**22.5. Casual employees**

Casual employees are paid at the following rates for overtime work performed in the following circumstances, for all hours worked:

- (a) in excess of 8 hours per day;
- (b) in excess of 38 per week;

at the rate of **225%**. The overtime penalty rate is inclusive of the casual loading prescribed in this Agreement.

## **22.6. Time off in Lieu of Payment**

The employer and the majority of employees may agree to establish a system of time off in lieu of overtime provided that:

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours will be taken at the appropriate penalty rate equivalent.
- (c) An employer will, if requested by an employee, provide payment at the relevant overtime rate in the Overtime Clause in this Agreement, for any overtime worked under this subclause where the time in lieu is not taken within four weeks of the accrual.
- (d) An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (a) above.
- (e) The employer must keep accurate records of time off in lieu arrangements in the wages records.

## **22.7. Eight Hour Break - Overtime**

- (a) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.
- (b) Where directed by the employer the employee resumes or continues work without having had eight consecutive hours off duty the shift will be paid at overtime time rates until released from duty for such period, and will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Where the employee is not directed by the employer, but elects to work a shift with less than eight consecutive hours off duty between the previous shift, the time will be paid as ordinary time and will also be counted as ordinary hours for the purpose of contracted hours.

## **22.8. Regional Manager/Director of Care**

The Regional Manager/Director of Care is not entitled to payment for overtime.

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

## **23. Breaks**

### **23.1. Meal Breaks - Day Workers**

Day work employees including Community/Home care employees are entitled to an unpaid meal break after 5 hours of work, between 30 minutes and one (1) hour duration, as agreed between the employee and employer.

**23.2. Meal breaks - Shiftworkers**

Each shiftworker who works in excess of five hours will be entitled to a paid meal break of 25 minutes, to be taken at a mutually agreed time after commencing work. By mutual agreement between the employer and the employee, an employee will be allowed to extend their paid 25 minute meal break by up to a further unpaid 35 minutes each day.

**23.3. Work During Meal Break**

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

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

**23.4. Meal Break when required to work overtime**

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

**23.5. Tea breaks**

Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.5 hours or more.

Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.

Where less than 7.5 ordinary hours are worked, employees will be allowed one 10 minute interval in each complete four hour period.

Tea breaks will count as time worked.

**24. Call Back and Recall to Work**

**24.1. 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.

**24.2. 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 24.1(a) above.

**24.3. 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 \$1.40 for each hour that the employee is required to be so available, with a minimum payment of \$14.62 for each 24 hour period on remote call.
- (c) If an employee rostered to be on remote call is recalled to work payment is to be as specified in 24.1(a) above, in addition to the allowance specified in 24.3(b) above.
- (d) **PROVIDED FURTHER THAT** the remote call rate specified in sub clause (b) 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.
- (e) Where practicable an employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per employee per cycle will be worked.

## **25. Training**

- (a) The parties to this Agreement recognise the benefits that flow to employees and to the employer from appropriate training and development. Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- (b) Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.

### **25.1. Non-Compulsory Training**

- (a) Non-compulsory training is defined as training that is not directed by the employer for the employee to attend.
- (b) An employee may make application to the employer for leave with or without pay to attend such non-compulsory training, providing details of the proposed training specifying: Training dates, times, duration of the training, purpose of the learning and any associated costs that the employee would like the employer to cover.
- (c) The employer will determine on a case by case basis to what extent the employer will cover costs including wages. Any time approved to attend such training that includes wages, will be paid at ordinary time rates and shall not be counted as time worked for the purposes of calculating overtime or shift penalties in the agreement.

### **25.2. Compulsory Training**

- (a) Employees must attend compulsory training including fire and emergency training, WHS training and manual handling training or any other training as may be required by regulatory bodies or as identified and directed by the employer.
- (b) Where practical the employer will schedule such training during an employee's rostered shift, whereby employees will be paid as if the shift was worked and not spent in training. Where it is not practical to schedule training during rostered shifts the employer may require an employee to attend training during reasonable additional hours to their rostered shift.
- (c) Where it isn't practical to scheduled training during an employee's shift hours, the employee will be paid for all additional hours in training at the rate of ordinary time or by agreement be provided time off in lieu, at time for time.
- (d) Paid compulsory training shall not be counted as time worked for the purposes of calculating overtime or shift penalties in the agreement.

## **26. Professional Development Study Leave**

Management may, at their discretion, approve up to three (3) days per annum paid study leave or professional development training leave that is deemed relevant to the employment and development needs of the employee.

Management may, at their discretion, approve additional study leave that is deemed relevant to the employment and developmental needs of the employee.

## **PART 4—LEAVE AND PUBLIC HOLIDAYS**

### **27. Annual Leave**

#### **27.1. Entitlement**

- (a) All full time and part time employees are entitled to annual leave.
- (b) Full time employees shall be entitled to 4 weeks (152 hours) paid leave per annum.
- (c) A week for full time employees will be 38 hours.
- (d) Annual leave is cumulative and will accrue on a pro rata basis, each four weeks, and credited at least monthly. Accrual is at the rate of 0.076923 and for each ordinary hour worked.
- (e) Part time employees accrue annual leave on a pro-rata basis of the fulltime equivalent position and accrual is based on the actual ordinary hours (excluding over time) per week worked.
- (f) A period of annual leave does not break an employee's continuity of service.
- (g) Annual leave taken shall be exclusive of public holidays. A public holiday which occurs during a period of annual leave shall be paid at the employee's base rate of pay.

#### **27.2. Additional leave**

- (a) Nursing Staff Shiftworkers who work at least twenty either combined Saturday or Sunday shifts in any one leave year shall be allowed, in addition to the 152 hours prescribed in clause 27.1 above, an extra thirty-eight hours annual leave, to be taken in a period of seven consecutive days including non-working days.

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

#### **27.3. Payment for Leave**

The payment for annual leave is the employee's ordinary time rate of pay immediately before the period begins for those hours that the employee would have worked had it not been for the period of annual leave.

#### **27.4. Leave Loading**

- (a) During a period of all annual leave an employee shall be paid an additional allowance calculated on the wages prescribed for the relevant classification as follows:-
  - (i) 17.5% of the employee's classification rate, immediately prior to going on annual leave, or

- (ii) in the case of a shiftworker required to work a roster the employee shall, while on annual leave, receive the wages equivalent to that which he/she would have received in accordance with their projected roster
- (b) If the projected roster amount is greater than the 17.5% in addition to the relevant hourly rate, the greater would apply.

#### **27.5. Time of Taking Leave**

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

- (a) at least that amount of annual leave is credited to the employee; and
- (b) the employer has authorised the employee to take the annual leave during that period.
- (c) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- (d) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- (e) Generally annual leave will be taken in blocks of not less than 1 week (5 days), however requests for less than a weeks' leave including single days up to 5 days per year will be considered and generally granted unless it is not reasonably practical to do so.
- (f) Requests by an individual employee for greater than 5 single days leave in any given 12 month period is also unlikely to be approved due to the impractical nature of managing this practice for rostering.

#### **27.6. Excessive Annual Leave Accruals**

This clause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.

##### **27.6.1. Definitions**

An employee has an excessive leave accrual if:

- (a) the employee is not a shiftworker and has accrued more than eight weeks' paid annual leave; or
- (b) the employee is a shiftworker and has accrued more than 10 weeks' paid annual leave.

##### **27.6.2. Eliminating excessive leave accruals**

- (a) Dealing with excessive leave accruals by agreement  
Before an employer can direct that leave be taken under paragraph (b) the employer or employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.



- (b) Employer may direct that leave be taken
  - (i) This subclause applies if an employee has an excessive leave accrual.
  - (ii) If agreement is not reached under subclause 27.6.2(a), the employer may give a written direction to the employee to take a period or periods of paid annual leave. Such a direction must not:
    - a. result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take;
    - b. require the employee to take any period of leave of less than one week;
    - c. require the employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee;
    - d. require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; or
    - e. be inconsistent with any leave arrangement agreed between the employer and employee.
  - (iii) An employee to whom a direction has been given under this subclause may make a request to take paid annual leave as if the direction had not been given.

**Note:** The NES state that the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
  - (iv) If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.
  - (v) The employee must take paid annual leave in accordance with a direction complying with this subclause.

**27.7. Cashing out Annual Leave**

- (a) This enterprise agreement entitles an employee to cash out any or all annual leave in excess of four (4) weeks, at their written request.
- (b) Leave cannot be cashed out in advance of it being credited.
- (c) Payment for cashed-out leave must be at a rate no less than the employee would have received for going on annual leave at the time the election is made and must be given within a reasonable period.

- (d) The employer will only refuse an employee's request to cash out leave on reasonable grounds.
- (e) Reasonable grounds will include a review of the leave taken by the employee in the past 12 months, as it is not the intent of the cashing out clause to be a substitution for taking a reasonable break from work.
- (f) Nothing in this clause nor in this agreement shall be taken in any way as forcing an employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the employee whether or not to forgo an entitlement to take an amount of annual leave.

**27.8. Payment of leave on termination of service**

- (a) An employee is entitled to payment for untaken annual leave on termination of service either by the employee or the employer.
- (b) Where either party terminates the employment, the untaken annual leave is paid at the employee's ordinary rate of pay at the time of termination, for all hours accrued.

**27.9. Purchased Leave**

- (a) Purchased leave is where employees have planned absences of one week of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave. This will be by way of a percentage reduction of 1.92% of their gross weekly wage per additional week of leave.
- (b) From the commencement of this Agreement, employees may apply for one week purchased leave in each calendar year. Purchased leave can only be taken in a whole week.
- (c) Purchased leave counts as service for all purposes.
- (d) Applications for purchased leave must be made by a date nominated by the employer.
- (e) The employer's approval of purchased leave will be based on the operational requirements of the employer, having regard to the personal needs and family responsibilities of staff.
- (f) Once a period of purchased leave has been approved, it may only be revoked by the employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by employer and employee.
- (g) Where an employee leaves the employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

**27.10. Nursing Regional Manager/Director of Care**

- (a) The Regional Manager/Director of Care is entitled to a period of twenty-five working days annual leave after twelve months continuous service.
- (b) A weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

**28. Public Holidays**

- (a) All employees (other than casuals) are entitled to the following holidays with pay:
  - Christmas Day,
  - Boxing Day,
  - New Year's Day,
  - Australia Day,
  - Hobart Regatta Day (south of Oatlands),
  - Eight Hours' Day,
  - Good Friday,
  - Easter Monday,
  - Anzac Day,
  - Queen's Birthday,
  - Show Day,
  - Recreation Day (in those areas where Hobart Regatta Day is not observed), or other day that are observed in the region in lieu of or made additional to any of the holidays mentioned above.
- (b) Payment for the holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the normal rate of pay which would have applied to the employees concerned had they been at work.
- (c) Where an employee is required to work on any of the holiday, either for part or the whole of the day they will be paid as follows:
  - (i) Shiftworker Nursing Staff - In the case of an employee required to work in accordance with a roster -double time. However, this rate is in substitution for and not in addition to the 15 or 20 per cent roster loading provided for in the Hours Clause in this Agreement.
  - (ii) Casual nursing staff will be paid at the rate of 200% times the relevant wage rate for work on a holiday with pay listed in subclause (a) above. However, this rate is in substitution for and not in addition to the casual or other loadings.
  - (iii) Day worker Nursing Staff - double time.
- (d) An employee required to work on any of the holidays with pay listed in subclause (a) above, where the holiday applies at their normal place of work, but because their duties require the employee to work at a place where the holiday does not apply, will have the time in lieu of the holiday added to their annual leave entitlement.

**29. Personal/Carer's Leave**

### **29.1. Entitlement**

The provisions of this clause apply to an employee, other than one engaged as a casual. The entitlements of casual employees in receipt of a loading in lieu of paid leave, are set out in subclause– Casual Employees – Caring Responsibilities.

Permanent employees are entitled to take paid personal/carer's leave if leave is taken:

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

A full time employee is entitled to Personal/Carers of 23 days per annum, except that in the first year of employment the entitlement to personal leave is: 22 hours and 48 minutes, plus 12 hours and 40 minutes for each completed month of employment. Personal leave accrues on ordinary time only.

This leave will be cumulative and accrues on a pro rata basis for part time employees

An employee who is on annual leave and claims a personal leave entitlement that is supported by evidence that would prove to the satisfaction of a reasonable person (e.g., medical certificate, statutory declaration) shall have the days certified as unfit for work credited back to their annual leave accrual amount.

### **29.2. Conditions**

- (a) The employer is not required to pay personal/carer's leave entitlements for any period during which the employee is absent from work because of a personal illness or injury for which the employee receives workers compensation payments.
- (b) Employees should notify the employer by telephone or arrange for the employer to be notified before the start of work for that day of their inability to attend for work, and the estimated length of their absence. Wherever practicable, such notification should be provided on the previous day so as to enable the employer to make alternative staffing arrangements.
- (c) An employee will prove to the satisfaction of the employer that they were unable, on account of such illness or injury, to attend for duty on that day or days on which leave is claimed. A medical certificate from a registered health practitioner or a statutory declaration will be acceptable evidence. Employees are able to access 5 single days per fiscal year without Certification or Statutory declaration, which may include 2 consecutive days.

- (d) Subject to sub-clause (c) above, payment for personal/carer's leave may be withheld where the employee does not provide suitable evidence as proof of personal illness or injury when requested.

### **29.3. Unpaid Leave**

- (a) An employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- a personal illness, or personal injury, affecting the member; or
  - an unexpected emergency affecting the member.
- (b) Unpaid carer's leave can be taken in a single unbroken period of 2 days or, if the employer and employee can't agree, in separate periods, for example 4 half-days. However, unpaid leave will be conditional on an employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.
- (c) A period of unpaid carer's leave does not break an employee's continuity of service. However, it does not count as service
- (d) Additional unpaid leave may be available upon request and approval of the employer.

### **29.4. Casual Employees– Caring Responsibilities**

- (a) Subject to the evidentiary and notice requirements in subclauses 29.2(b) and (c), casual employees, are entitled to not be available to attend work, or to leave work if they need to provide care or support for members of their immediate family or household who are ill or injured and require care or support, or who require care or support due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion. Casual employees are not entitled to any payment for the period of non-attendance.
- (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **30. Compassionate Leave**

### **30.1. Entitlement**

- (a) Employees are entitled to five days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) An employee may take compassionate leave as:
- (i) a single continuous period of 5 days; or
  - (ii) any separate periods totalling 5 days as agreed with the employer.

### 30.2. Payment for compassionate leave

- (a) If an employee takes a period of paid compassionate leave, the employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave

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

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

## 31. Community Service Leave

Community Service Leave will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 7 – Community Service Leave)

### 31.1. General

- (a) Community Service Leave is as per the NES, summarised in this clause.
- (b) Each of the following is an **eligible community service activity**:
- (i) voluntary emergency management activity; or
  - (ii) jury service (including attendance for jury selection).

#### 31.1.1. Voluntary Emergency Management Activity

- (a) A voluntary emergency management activity is one where the activity:
- (i) involves dealing with an emergency or natural disaster; and
  - (ii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
  - (iii) the employee engages in the activity on a voluntary basis; and
  - (iv) the employee was requested by or on behalf of the body to engage in the activity.; or
  - (v) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (b) An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence. The notice must:

- (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
  - (ii) must advise the employer of the period, or expected period, of the absence.
- (c) An employee who has given his or her employer notice of an absence under clause 31.1.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.
- (d) Absence under the voluntary emergency management activity clause is treated as unpaid leave.
- (e) Resident care is paramount and an employee should ensure that no residents are left without appropriate care.

### **31.1.2. Jury Service**

- (a) If an employee is absent from his or her employment for a period because of jury service; and the employee is not a casual employee the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
- (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
  - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (c) The employee is not entitled to payment under this subsection unless the employee provides the evidence requested; and if the employee provides the evidence—the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.
- (d) If an employee is absent because of jury service in relation to a particular jury service summons for a period of more than 10 days in total, the employer is only required to pay the employee for the first 10 days of absence.

## **32. Long Service Leave**

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act Tasmania 1976 (as amended).

## **33. Parental Leave**

Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements).

In addition the parties recognise that the Australian Government's Paid Parental Scheme and Dad and Partner Pay (DaPP) is in operation and an employee may be eligible for payment under the provisions of the Paid Parental Leave Act 2010.

### **33.1. Paid Leave**

- (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions.
- (b) Employees are eligible for paid parental leave when they have completed at least 52 weeks of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- (c) An eligible female employee will be entitled to 14 weeks' paid maternity/adoption leave if all other conditions in the agreement are met.
- (d) An eligible partner employee will be entitled to 1 weeks paid paternity leave upon the birth of the child regardless of whether the infant's mother is on maternity leave.
- (e) The rate of pay for the period of paid absence outlined in (c) and (d) above will be calculated as for sick leave on full pay for the employee and will include superannuation payments.
- (f) Periods of paid leave outlined in (c) and (d) above will count as service for all purposes.
- (g) Maternity leave may commence up to 9 weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work.
- (h) However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.
  - (i) Such leave may be paid:
    - a. On a normal fortnightly basis; at the rate of half pay over a period of 28 weeks on a regular fortnightly basis;
    - OR
    - b. in advance in a lump sum;
  - (i) annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.
  - (j) An employee who has once met the conditions for paid maternity leave and/or paid adoption leave will not be required to again work the 52 weeks' continuous



service in order to qualify for a further period of maternity leave or adoption leave; unless:

- (i) There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
- (ii) the employee has completed a period of leave without pay of more than 52 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Rehabilitation Compensation Act*.

### **33.2. Other**

- (a) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.
- (b) Employees are responsible for ascertaining whether they have any entitlements to paid parental leave under any Government scheme.

### **34. Other Unpaid Leave**

An employee may apply for unpaid leave in addition to any other entitlement to leave provided in this agreement where special circumstances exist.

The application will be considered on a case by case basis by the General Manager. Requests may include;

- (a) Family violence, or
- (b) Other special circumstances.

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

## **PART 5 - OTHER**

### **35. Vaccinations**

The employer shall, in each year, provide access at the workplace for influenza vaccinations and Hepatitis B vaccinations free of charge to the employee.

### **36. Future Negotiations**

The parties to this agreement agree to commence discussion regarding a replacement Agreement at least 3 months prior to the nominal expiry date of this Agreement.

### **37. Workload**

A grievance in respect to workloads shall in the first instance be raised with the relevant supervisors and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate. If the matter still remains unresolved after 10 days, the dispute resolution process detailed in this Agreement will be followed.

Portfolio responsibilities will be negotiated by the Regional Managers/Directors of Care with individual Registered Nurses and Enrolled Nurses. Opportunity will exist for individual nurses to assume responsibility for practice areas of special interest. Adequate time will be provided in work hours for Registered Nurses and Enrolled Nurses to fulfil their clinical specialty interests and responsibilities/preceptorship.

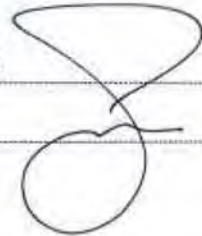
**38. Signatories**

**FOR THE EMPLOYER**

Name in full (printed):

JOHN BROOKS

Signed:



(for and on behalf of Presbyterian Care Tasmania by its' authorised representative)

Position:

CHIEF EXECUTIVE OFFICER

Address:

4-1-9 FRESHWATER POINT ROAD

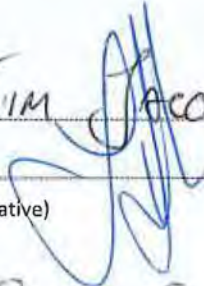
LEGANA TAS 7277

**FOR THE UNIONS**

Name in full (printed):

TIM JACOBSON

Signed:



(for and on behalf of HACSU by its' authorised representative)

Position:

STATE SECRETARY

Address:

11 CARE ST

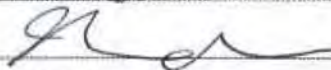
NEW TOWN

TAS 7008

Name in full (printed):

NEROLI ELLIS

Signed:



(for and on behalf of ANMF by its' authorised representative)

Position:

Branch Secretary

Address:

182 Macquarie St

Hobart TAS 7000

## SCHEDULE A - CLASSIFICATIONS

### Nursing Staff

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

**Enrolled Nurse - Medication-Endorsed** means an enrolled nurse holding an endorsement to administer medications issued by the Australian Health Practitioner Regulation Agency and who is required by the employer to so administer medications.

**Registered nurse—level 1 (RN1)** means a nurse registered as such with the Australian Health Practitioner Regulation Agency under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* as amended

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
  - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
  - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
  - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
  - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
  - accepting accountability for the employee's own standards of nursing care and service delivery; and
  - participating in action research and policy development within the practice setting.

**Registered nurse—level 2 (RN2)** means a registered nurse who is engaged as such and has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations and has the ability and skills to provide guidance to Registered Nurse

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and

- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis,

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

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

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

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

**Registered nurse—level 3 (RN3)** means a registered nurse who is engaged as such, and may be referred to as Nurse Manager, or Staff Development Nurse

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

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

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

- (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;

- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(ii) Duties of a **Nurse manager** will substantially include, but are not confined to:

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

(iii) Duties of a **Nurse educator** will substantially include, but are not confined to:

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

**Manager Care Services** means a registered nurse who is engaged as such and is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the management of resources and the standard of nursing care in an assigned area.

**Regional Manager/Director of Care** means a registered nurse who is engaged as a member of the executive management team and is responsible and accountable for the overall coordination of nursing.

#### **Nurse Undertaking Post Graduate Training**

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

#### **Enrolled Nurse Upgrading to Registered Nurse**

Enrolled nurses who complete a period of study which qualifies them to seek registration as a registered nurse with the Australian Health Practitioner Regulation Agency shall, if they wish to continue in employment with the employer, be transferred to a position as a Registered Nurse Year 2, if the employer has such a position available and if the employee is suitable for the position.

#### **Salary Re-Entry - Registered Nurses**

- (a) A registered nurse who has undertaken the re-entry to practice course shall be paid at Registered Nurse, 1st year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- (b) 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.

#### **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.

#### **Accelerated Advancement**

- (a) Subject to (b) below, a Registered Nurse 1 shall be entitled to progress one increment on that person's first appointment following registration with the Australian Health

Practitioner Regulation Agency, or at any time during the person's employment history as a Registered Nurse, on attaining:

- (i) a UG1 degree in nursing; or
  - (ii) registration in another branch of nursing or on another nursing register maintained by the Australian Health Practitioner Regulation Agency where the employee is working in a particular practice setting which requires the additional registration; or
  - (iii) successful completion of a post-registration course of at least twelve months' duration if the employee is required to perform duties to which the course is directly relevant.
- (b) A Registered Nurse 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.



## SCHEDULE B - PAY RATES AND ALLOWANCES

Nursing Staff - Base wage rates (Ordinary time) for each classification at the commencement of this agreement.

CLASSIFICATION	FFPP on/after 1st July 2016	FFPP on/after 1st July - Year 1	FFPP on/after 1st July - Year 2	FFPP on/after 1st July - Year 3
<b>Enrolled Nurse</b>				
1st year of Service	\$24.29	\$24.90	\$25.52	\$26.16
2nd Year of Service	\$24.81	\$25.43	\$26.07	\$26.72
3rd Year of Service	\$25.32	\$25.95	\$26.60	\$27.27
4th Year of Service	\$25.83	\$26.48	\$27.14	\$27.82
5th Year of Service	\$26.35	\$27.01	\$27.68	\$28.38
<b>EN Medication Endorsed</b>				
1st year of Service	\$26.74	\$27.41	\$28.09	\$28.80
2nd Year of Service	\$27.25	\$27.93	\$28.63	\$29.35
<b>Registered Nurse Level 1</b>				
1st year of Service	\$27.89	\$28.59	\$29.30	\$30.03
2nd Year of Service	\$29.18	\$29.91	\$30.66	\$31.42
3rd Year of Service	\$30.46	\$31.22	\$32.00	\$32.80
4th Year of Service	\$31.75	\$32.54	\$33.36	\$34.19
5th Year of Service	\$33.04	\$33.87	\$34.71	\$35.58
6th Year of Service	\$34.33	\$35.19	\$36.07	\$36.97
<b>Registered Nurse Level 2</b>				
1st year of Service	\$35.82	\$36.72	\$37.63	\$38.57
2nd Year of Service	\$37.76	\$38.70	\$39.67	\$40.66
3rd Year of Service	\$38.61	\$39.58	\$40.56	\$41.58
4th Year of Service	\$39.47	\$40.46	\$41.47	\$42.50
<b>Registered Nurse Level 3</b>				
1st year of Service	\$41.08	\$42.11	\$43.16	\$44.24
2nd Year of Service	\$42.05	\$43.10	\$44.18	\$45.28
3rd Year of Service	\$43.01	\$44.09	\$45.19	\$46.32
4th Year of Service	\$43.98	\$45.08	\$46.21	\$47.36
<b>Manager of Care Services</b>				
	\$49.12	\$50.35	\$51.61	\$52.90
<b>Regional Manager/Director of Care</b>				
91-120 Beds	\$60.92	\$62.44	\$64.00	\$65.60
61-90 Beds	\$56.63	\$58.05	\$59.50	\$60.98
31-60 Beds	\$52.88	\$54.20	\$55.56	\$56.95
1-30 Beds	\$49.12	\$50.35	\$51.61	\$52.90

**Allowances**

<b>NURSING STAFF</b>	<b>FFPP on/after 1st July 2016</b>	<b>FFPP on/after 1st July - Year 1</b>	<b>FFPP on/after 1st July - Year 2</b>	<b>FFPP on/after 1st July - Year 3</b>
In Charge Allowance	\$23.65	\$24.24	\$24.85	\$25.47
Buddy Allowance Nurses	\$2.37	\$2.43	\$2.49	\$2.55
Remote Hourly Call	\$1.47	\$1.51	\$1.54	\$1.58
Uniform Allowance < 20 Hours	\$7.09	\$7.27	\$7.45	\$7.64
Uniform Allowance > 20 Hours	\$14.18	\$14.53	\$14.90	\$15.27

## SCHEDULE C – WAGE & ALLOWANCE RATES 2014/2015

### Wage Rates

CLASSIFICATION	FFPP on/after 1st July 2014	FFPP on/after 1st July 2015
<b>Enrolled Nurse</b>		
1st year of Service	\$23.12	\$23.70
2nd Year of Service	\$23.61	\$24.20
3rd Year of Service	\$24.10	\$24.70
4th Year of Service	\$24.59	\$25.20
5th Year of Service	\$25.08	\$25.71
<b>EN Medication Endorsed</b>		
1st year of Service	\$25.45	\$26.09
2nd Year of Service	\$25.94	\$26.59
<b>Gerontic Nurse</b>		
1st year of Service	\$26.55	\$27.21
2nd Year of Service	\$27.77	\$28.47
3rd Year of Service	\$29.00	\$29.72
4th Year of Service	\$30.22	\$30.98
5th Year of Service	\$31.45	\$32.23
6th Year of Service	\$32.67	\$33.49
<b>Clinical Nurse Specialist</b>		
1st year of Service	\$34.10	\$34.95
2nd Year of Service	\$35.94	\$36.84
3rd Year of Service	\$36.75	\$37.67
4th Year of Service	\$37.57	\$38.51
<b>Clinical Nurse Consultant</b>		
1st year of Service	\$39.10	\$40.08
2nd Year of Service	\$40.02	\$41.02
3rd Year of Service	\$40.94	\$41.96
4th Year of Service	\$41.86	\$42.91
<b>Manager of Care Services</b>		
	\$46.75	\$47.92
<b>Regional Manager/Director of Care</b>		
91-120 Beds	\$57.98	\$59.43
61-90 Beds	\$53.90	\$55.25
31-60 Beds	\$50.33	\$51.59
1-30 Beds	\$46.75	\$47.92

## Allowances

<b>NURSING STAFF</b>	<b>FFPP on/after 1st July 2014</b>	<b>FFPP on/after 1st July 2015</b>
Clause 18(a) Higher Duties and In Charge Allowance	\$ 22.51	\$ 23.07
Clause 18(c) Preceptor Allowance	\$ 2.26	\$ 2.31
Clause 18(d) Meal Allowance when required to work away from usual workplace		
Breakfast	\$ 9.60	\$ 9.84
Lunch	\$ 10.60	\$ 10.86
Dinner	\$ 18.68	\$ 19.15
Clause 20(g) Charges for meal provided by employer		
Lunch or evening meal: 2/3 courses	\$ 5.29	\$ 5.43
Single hot or cold main course	\$ 4.06	\$ 4.16
Other course	\$ 3.69	\$ 3.78
All breakfasts	\$ 3.69	\$ 3.78
Clause 22(g) Remote Call		
	\$ 1.40	\$ 1.40
	\$ 14.62	\$ 14.98
Clause 29(b) Uniforms		
Staff working over 20 hrs p/week:	\$ 13.50	\$ 13.84
Staff working less than 20 hrs p/week:	\$ 6.75	\$ 6.93

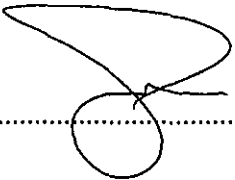
**Undertaking Pursuant to Section 190 - Fair Work Act 2014**

**The Presbyterian Care Tasmania Incorporated Nurses Enterprise Agreement 2016  
AG2016 / 6741**

I, John Brooks, Chief Executive Officer of Presbyterian Care Tasmania Incorporated, 1 - 9 Freshwater Point Road, Legana, in the State of Tasmania, hereby undertake as follows in relation to The Presbyterian Care Tasmania Incorporated Enterprise Agreement 2016:

1. Notwithstanding any other provisions of Clause 27 of the Agreement eligible employees will be entitled to 4 weeks annual leave per year, and to 5 weeks annual leave per year for shift workers who qualify under Clause 27.2.
2. This undertaking shall be of effect while the Agreement remains in force.


**FOR THE EMPLOYER**

Signed: ..... 

Date: 12/ 12/ 2016

Name in full (printed): John Brooks

Position: .Chief executive Officer

Witnessed by (signature): ..... 

Witness name in full (printed): ..Lara Alexander

Witness address: ...C/- 1 – 9 Freshwater Point Road Legana Tasmania.