



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tandara Lodge Community Care Inc.
(AG2019/1755)

TANDARA LODGE COMMUNITY CARE INC. NURSES ENTERPRISE AGREEMENT 2018

Aged care industry

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 8 AUGUST 2019

Application for approval of the Tandara Lodge Community Care Inc. Nurses Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Tandara Lodge Community Care Inc. Nurses Enterprise Agreement 2018* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by Tandara Lodge Community Care Inc. (Employer). The Agreement is a single enterprise agreement.

[2] The Employer 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, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 August 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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

1. Voluntary Emergency Management Activity

A voluntary emergency management activity is one where the activity:

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

An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.

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

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

11. SHIFT WORK, SATURDAYS and SUNDAYS

Employees working afternoon or night shift will be paid the following percentages in addition to the applicable base rate for such shift in lieu of overtime payments.

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 between 7.00 pm and midnight. **15%** shift loading

Night shift -Rostered to work some or all hours between Midnight and 7.00 am. **20%** shift loading

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

A casual employee will be paid the shift allowance calculated on the ordinary pay 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% on the applicable classification for the equivalent full time employee base rate of pay.

Saturday work-150%

Employees, for working ordinary hours on a Saturday, will be paid at the rate of time and one half of the employees base rate (or in the case of casual employees, the casual rate of pay) for all hours

worked on that day, however, the rates are in substitution for and not cumulative upon any other shift penalty.

Sunday work-200%

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

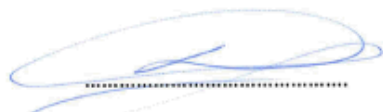
23. TERMINATION OF EMPLOYMENT

23.3 Subject to dismissal for serious misconduct, employment, other than the employment of a casual, will be terminated by the employer or the employee on the provision of the applicable notice as set out in this agreement, or by the payment by the employer, or forfeiture by the employee (limited to an amount equivalent to no more than one weeks wages), of wages in lieu of notice.

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

FOR THE EMPLOYER

Signed:



(for and on behalf of Tandara Lodge Community Care Inc. by its authorised representative)

Date:

5/8/2019

Name in full (printed): PAUL CRANOCK

Position: CEO

Employer's Address: 10 NIGHTMARE AVENUE

SHEFFIELD TAS 7306

Witnessed by (signature): E. Davies

Witness name in full (printed): EULA DAVIES

Witness address: MAIN ROAD WEST KENTISH 7306

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.

**Tandara Lodge
Community Care Inc.**

**NURSES
Enterprise Agreement
2018**

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PART 1 - PRELIMINARIES

1. INTRODUCTION

This Agreement is made under section 172 of the *Fair Work Act 2009*.

2. TITLE

This Agreement shall be known as the:

The Tandara Lodge Community Care Inc. Nurses Enterprise Agreement 2018

3. PARTIES TO THE AGREEMENT

The parties to this agreement are as follows:

- (a) TANDARA LODGE COMMUNITY CARE INC. ABN: 21 723 628 502
(‘the employer’),
- (b) The Health Services Union, Tasmania No.1 Branch;
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch
- (d) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

4. COMMENCEMENT

The agreement will commence 7 days after the date of approval by The Fair Work Commission (FWC).

5. NOMINAL EXPIRY

The Agreement has a nominal expiry date of June 30th 2021 and shall remain in operation until at least that date, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.

The parties agree to commence bargaining for a replacement agreement six months prior to the nominal expiry of this agreement.

6. AGREEMENT- COMPLETE CONDITIONS OF EMPLOYMENT

This Agreement is intended to cover all matters pertaining to the employment relationship, underpinned by the Fair Work Act 2009 and the associated National Employment Standards (NES). 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, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

7. INDIVIDUAL FLEXIBILITY CLAUSE

- (a) The employer and the employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- The taking of annual leave;
- (b) The employer and the individual employee must have genuinely made the individual flexibility arrangement without coercion or duress.
- (c) The employer will not make the signing of an individual flexibility arrangement a condition of employment.
- (d) The employer will not:
- (i) discriminate against an employee on the basis they are, or are not, a party to an individual flexibility arrangement.
 - (ii) exert any undue pressure on an employee to sign, or to terminate, an individual flexibility arrangement.
- (e) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (f) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) 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
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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
 - (4) The employee has an opportunity to seek advice from a representative or the union.
 - (v) states the day on which the arrangement commences.
- (g) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (h) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.
- (i) The employer is responsible for ensuring that all of the requirements of subclause (e) of this Clause are met.
- (j) The employer must provide copies of all flexibility arrangements made under this Clause to the Union, upon request from the Union and with the authorisation of the individual employee concerned.

PART 2 - ENGAGEMENT

8. EMPLOYEE ENGAGEMENT-Classifications, Wages

8.1 Employee Categories

Employees under this Agreement will be employed in one of the following categories:

- (i) Full-time;
- (ii) Part-time; or
- (iii) Casual.

At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

8.2 Full-time Employees:

A full-time employee is one who is engaged to work an average of 38 hours per week in accordance with the ordinary hours arrangements contained in this agreement.

8.3 Part-time Employees:

- (a) A part-time employee is an employee who is engaged to work less than full-time hours per week and has reasonably predictable hours of work each week.
- (b) Before commencing employment, the employer and employee will agree in writing on a minimum number of hours of work and an indicative pattern of work. The pattern of work will vary in accordance with the roster clause of this agreement.
- (c) Any agreed variation to the minimum number of hours of work will be in writing.

- (d) 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.
- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.
- (f) At the request of a part time employee, the hours worked by the employee will be reviewed and where the employee is regularly working (on a consistent and systematic basis) more than their guaranteed minimum number of hours (c) then the part-time employees minimum number of hours of work shall be renegotiated. Where the Employer is in a position to provide these hours on a permanent basis to the part-time employee such hours shall be adjusted and recorded in writing to reflect the hours regularly worked.
- (g) Any adjusted guaranteed minimum number of hours resulting from a review by the employer should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace. Additional hours worked in the following circumstances will not be considered for changing the part timers regular contracted hours;
 - (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; or
 - (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.

8.4 Casual Employees:

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including an average of 38 ordinary hours per week. The work pattern will be irregular and unpredictable 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 rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% will be paid instead of the paid annual leave, personal leave and holiday with pay leave entitlements accrued by full-time and part-time employees. Casual employees are entitled to 2 days unpaid carer's leave and 2 days unpaid compassionate leave per occasion.
- (c)
 - (i) Casual employees must be paid the applicable penalty rates for working Saturday, Sunday and Public Holidays as fulltime and part time employees.
 - (ii) The loading payable to casual employees will be taken into account before calculating penalty rates payable for weekend and public holiday shifts, but will not be taken into account when calculating overtime payments.

EG: Ordinary hours base rate for classification \$25.00 X casual loading 25%
 X Saturday penalty 50% = \$46.88

EG: Overtime Base Rate for classification \$25.00 X Penalty rate 150%
= \$37.50

- (d) The minimum engagement for a casual employee is two hours.
- (e) Casual Conversion
 - (i) 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:
 - (A) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
 - (B) 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.
 - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

8.5 National Criminal History Record Check

- (a) Operators of aged care services are required to ensure staff, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check.
- (b) All costs associated with providing such evidence (Police Checks) are the responsibility of the individual employees and prospective employees.
- (c) Where the employer is in the possession of an employee Police Check, that Police Check will not be provided to any third party without the employees express and written permission.

8.6 Classifications

Schedule A - Attached to this Agreement

8.7 Wage Rates

Schedule B – Attached to this Agreement

8.8 Annual Wage Increases

During the nominal life of this agreement wage rates outlined in Schedule B will increase annually from the same time as the FWC's Minimum Wage Panel's decision or its successor/equivalent indicates, currently the first full pay period occurring after the 1st of July each year, commencing from July 1st 2018.

The rates of such increases will be the following percentage amounts:

July 2018	July 2019	July 2020
2.5%	2.5%	2.5%
(paid prior to agreement commencement)		

8.9 Higher Duties/Mixed Functions

An employee who performs the duties of a position higher than that in which he/she is normally employed for a period of 5 or more consecutive working days, shall be paid the rates prescribed for the higher classification for the full period of the duties performed.

A Registered Nurse level 1 or 2 required to undertake in charge duties of the facility for more than half a shift due to the absence of a Level 3 RN or higher grade employee, will be paid an allowance of \$30.00 per shift.

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

9 PAYMENT OF WAGES

- (a) Wages are to be paid fortnightly and not later than Thursday of the week of payment.
- (b) Method of payment
Wages must be paid by electronic funds transfer or some other method agreed by the employer into the bank or financial institutional account nominated by the employee.
- (c) Delay
The employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of (a), for example bank error or delay.
- (d) Termination
When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other moneys owing to an employee will be made to the employee by no later than the last day of the notice period (where applicable) or the next immediate pay day following the last day of work where a period of notice was not given.

10 HOURS

10.1 Hours of Work

- (a) The ordinary hours of work for employees will be an average of 38 hours per week, worked over 76 hours per 2 week period, or 152 hours per 4 week period.
- (b) The ordinary hours of work for employees (other than shiftworkers) are between the hours of 7.00 am and 7.00 pm, Monday to Friday and will be worked up to 8 hours plus handover, on any day.

- (c) Work performed outside of the ordinary hours is paid as overtime (other than for shiftworkers).
- (d) Shiftworkers are employees required to work on a roster outside the spread of ordinary hours as defined above in (a) and (b), up to 8 hours plus handover on any shift other than a night shift, and by mutual agreement with the employee up to 10 hours on a night shift plus handover.
- (e) Employees (other than a shift worker) employed to work outside the spread of hours will be paid at the applicable overtime rates.

10.2 Arrangement of Hours

- (a) Each employee shall be entitled to not less than four full days in each fortnight free from duty, or by agreement, two full days in each week free from duty (rostered days off), and such rostered days off to be consecutive, unless otherwise agreed.
- (b) Each shift shall consist of no more than 8 hours (or up to 10 for night shifts) plus handover, at ordinary time (not including unpaid breaks).
- (c) Except for unpaid meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.

11. SHIFT WORK, SATURDAYS and SUNDAYS

Employees working afternoon or night shift will be paid the following percentages in addition to the applicable base rate for such shift in lieu of overtime payments.

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 between 7.00 pm and midnight. **15%** shift loading

Night shift -Rostered to work some or all hours between Midnight and 7.00 am. **20%** shift loading

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

Saturday work-150%

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

Sunday work-200%

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

12. ROSTERS

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

- (a) The roster will be based on a 42 day cycle and will be displayed at least four weeks prior to the commencing date of the first working period in any roster, however it is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (b) Rostered employees will be entitled to a minimum of 2 consecutive days off in each 7 day period, unless by mutual agreement between the employer and employee concerned, alternative arrangements are made. Provided that not more than eight shifts are worked in any nine consecutive days,
- (c) There will be at least 8 hours between the completion of a shift and the commencement of another shift for any employee.
- (d) In an emergency as identified by the employer, broken shifts may be worked provided they are by mutual agreement between the employer and the employee only; payment is for the time worked only. All work performed beyond a maximum span of 9 hours for a broken shift will be paid at double time.
- (e) Handover: A maximum of 15 minutes per shift will be paid for handover, no extra payments will be made if handover time is greater on any occasion. The rate of pay for the handover is the same rate that applies to the shift worked, no overtime will be paid.

Changes to Rosters

- (a) 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.
- (b) Where occasion arises that due to illness or in an emergency or for any other reason beyond the employer's control an employee is absent and no replacement employee has volunteered to accept additional hours or change roster times, then the roster may be altered at any time in consultation with affected staff to enable the service of the organisation to be carried out.

Daylight Savings

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

- a) Employees shall be paid for actual time worked irrespective of the length of the shift.
- b) Employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost, and those working the additional hour will be paid at the ordinary rate plus applicable shift rate.

13. BREAKS

- (a) Meal breaks

Employees covered by this agreement who work in excess of 5 hours on a shift including day workers, will be entitled to a paid meal break of 30 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 30 minute meal break by up to a further unpaid 30 minutes each day.

Where an employee is interrupted during a paid meal break it is the expectation of the employer that the employee will resume their meal break once the interruption is dealt with. There should be no obligation on the employee to forfeit their meal break. Where an employee is directed by the employer to forfeit their meal break, for all work performed during the meal break and thereafter until a meal break is allowed, be paid at the rate of time and one half of the base rate of pay.

(b) Tea breaks

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

14. OVERTIME

The employer may require any employee to work reasonable overtime. An employee may refuse to work overtime if the additional hours are unreasonable including, but not limited to, having regard to the employee's personal circumstances, including family responsibilities. No overtime may be worked without prior approval of the employer.

14.1 Overtime is paid where an employee (fulltime, part time, casual, shiftworker):

- (i) works in excess of 8 hours per shift or 10 hours by mutual agreement; and/or
- (ii) works in excess of 152 hours per 4 week period.
- (iii) In the case of a day work employee, works outside the spread of hours 7:00 am till 7:00 pm Monday to Friday.

14.2 Overtime shall be paid at the base rate of pay in accordance with the following:

(a) Day workers –

Monday to Saturday inclusive - time and one half (1 ½) for the first two hours and double thereafter (2).

Sunday and Public Holidays - double time (2).

- (b) (i) Shift workers - Overtime shall be paid at double time; except in the case where a relief worker is called in with less than 4 hours' notice, in which case the employee waiting to be relieved will be paid overtime at time and one half (1 ½) until relieved, to a maximum of 4 hours.
- (ii) If the unrelieved shift worker works more than four hours after the

start of the relief shift will be paid at the rate of double time after four hours.

- (iii) In all other cases the unrelieved shift worker will be paid at the rate of double time until relieved.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon shift, weekend amounts prescribed in this Enterprise Agreement.
- (d) Overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.
- (g) Eight Hour Break-Overtime
 - (i) 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.
 - (ii) 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.
 - (iii) 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.

14.3 Recall to Work Overtime

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate overtime rate. Time reasonably spent in getting to and from work shall be regarded as time worked. A recalled employee who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked. The meals referred to in this clause will be provided to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance of \$12.96 will be paid to the employee concerned.

14.4 Close Call

An employee may be required to not leave the home precincts and be available for on call to duty. If required to work, the employee will be paid at the appropriate penalty rates for overtime, with a minimum payment of the equivalent to 6 hours ordinary time rate. Where the employee does not commence work, they will be paid the equivalent of 6 hours ordinary time rate for being on close call.

14.5 Remote call

An employee who is rostered to remain on remote call (able to leave the establishments precincts but remaining available for being called to duty) will be paid \$3 for each hour the employee is required to be so available, with a minimum

payment per day or shift when so rostered of \$24 (Monday to Friday), \$30 (Saturday) and \$36 (Sunday/Public Holiday).

14.6 Meal Breaks (Overtime)

- (a) An employee who is required to work overtime for more than four hours will take a paid break of 20 minutes for the partaking of a meal and a further paid break of 20 minutes after each subsequent four hours of overtime. All such time will be counted as time worked.
- (b) An employee will be supplied with an adequate meal or paid a meal allowance of \$12.96 where overtime work exceeds four hours.

15. PUBLIC HOLIDAYS

15.1 Employees are entitled to leave on public holidays in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 10 of the Act).

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

Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (Devonport), Recreation Day; and shall be applied as prescribed by the Tasmanian Statutory Holidays Act 2000 as amended. Any future additional days that are recognised under the Statutory Holidays Act 2000 shall apply, except those that are identified as government holidays or applying only to certain persons.

To avoid any doubt, the Devonport Cup and Easter Tuesday do not fall as public holidays to the employees covered by this agreement.

- (b) Payment for the holidays with pay mentioned in subclause (a) above which are taken and not worked, will be at the base rate of pay which would have applied to the employees concerned, had they been at work.

Provided that in the case of shiftworkers where a public holiday falls on a rostered day off, a day will be paid at the applicable base rate of pay in the pay period in which the public holiday falls.

Provided always that in the case of part-time shift workers, a day is calculated by reference to the equivalent of the average daily hours worked by that employee over the previous six months, or their period of employment with the employer if less than six months.

For example:

Average hours:	24/38 hours
Shift length:	8 hours
Public holiday hours	5.05 hours

- (c) Where an employee who is entitled to a public holiday with pay and is required to work, either for part or the whole of the day, they will be paid double time for all hours worked on the public holiday.
- (d) A casual employee will be paid only for those public holidays they work at the rate of double time applied to the casual rate of pay (inclusive of the casual loading).

- (e) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday. To avoid doubt, an employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties, weekend penalties.
- (f) The employer and individual employees may agree to substitute another day for a public holiday observed.
- (g) Where there is agreement between the employer and the employee an employee who works a public holiday may elect to take a paid day off in lieu at a time agreed with the employer. An employee taking a paid day off in lieu will be paid at ordinary time on both the day worked and for the day off in lieu.

15.2 Public Holiday Entitlement

- (a) An employee is entitled to be absent from his or her employment on a day or part day that is a public holiday, however due to the nature of the industry and services provided, it is an explicit expectation of this agreement that employees will be requested to work on public holidays, this will be particularly so for shiftworkers.
- (b) The employee may refuse the request (and take the day off) if the employer's request is not reasonable or the employee's refusal to work on the public holiday is reasonable. In determining whether the employer's request, or an employee's refusal of a request, is reasonable, regard must be had to the matters set out in section 114 of the Act.
- (c) Where the request is reasonable an employee who, without the consent of the employer or without reasonable cause (i.e. personal/carers leave), is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

16. ALLOWANCES

16.1 Uniforms, Protective Clothing, Equipment and Materials

- (a) Employees required by the employer to wear uniforms will be paid a uniform allowance at the following rate:

Number of Shifts worked in a week	\$ Amount per week
• 1 – 3 shifts	\$5.22
• 4 shifts	\$5.66
• 5 or more shifts	\$7.07

- (b) The uniform allowance will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carers leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the

average of the allowance paid during the four weeks immediately preceding the taking of leave.

- (c) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must provide such clothing or equipment or reimburse the employee for the cost of purchasing such special clothing or safety equipment.

16.2 Travelling Allowance

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 paid an allowance on a per kilometre travelled basis of \$0.87 per kilometre.

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.

16.3 Training Orientation

Employees providing training/mentoring on identified orientation shifts for new staff will be eligible for a payment of \$1.50 per hour in addition to their base rate of pay for time spent training on such shifts. Payment for induction/orientation shifts is limited to 3 shifts per each individual new employee.

16.4 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.

16.5 Allowance Increases

All allowances and figures in the allowance clause of this agreement and the meal allowance referred to in 14.3 Recall to Work Overtime and the in charge allowance at 8.9 Higher Duties, will increase at the same time and at the same percentage as agreed for wage increases, commencing from July 1st 2019.

PART 3 - LEAVE

17. ANNUAL LEAVE

- 17.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- (b) Casual employees have no entitlement to annual leave.

17.2 Accrual of Annual Leave

- (a) Excluding casuals, all employees are entitled to 4 weeks paid annual leave. Shiftworkers as defined in (b) are eligible for 1 weeks additional leave
- (b) Additional leave (Shiftworkers)

If a shiftworker as defined in this agreement (clause 11) is regularly rostered over 7 days and works regularly on weekends, being more than four ordinary hours on not less than 10 weekends during any one year – 5 weeks of paid leave (1 additional week annually). For the purposes of this clause, a weekend means rostered work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (c) The entitlement to additional leave is based on the employee's average ordinary days per week and day.

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

17.3 Payment of Annual Leave

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

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee if the employee had taken that period of leave.

Annual Leave Loading

- (i) In addition to their base rate of pay, an employee other than a shift worker will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- (ii) Shift workers, in addition to their base rate of pay, will be paid the higher of the below for all annual leave taken in weekly blocks (minimum of 7 calendar days):
 - a. Annual leave loading of 17.5% of their base rate of pay; or
 - b. The weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (iii) Shift workers taking an annual leave period less than 1 week, will be paid an annual leave loading of 17.5% of their ordinary rate of pay. Projected roster shift loadings and weekend penalty rates are not considered for leave loading purposes, for periods less than 1 week.

Payment in Lieu of Annual Leave (Cashing Out)

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

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

17.4 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) the employer has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- (c) 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.
 - (i) Generally annual leave will be taken in blocks of not less than 1 week (5 working days-7 calendar days), however requests for less than a weeks' leave including single days will be considered and generally granted unless it is not reasonably practical to do so.
 - (ii) Reasonably practical includes the period of notice of request for leave (6 weeks minimum ideally in line with rosters and not less than 7 days before the intention to take leave) and weekend days will be considered as less practical (harder and more expensive to find replacement staff) for single day requests.
 - (iii) Requests for single day annual leave periods with less than 7 days' notice will generally be refused by the employer for roster replacement reasons. 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.
- (d) **Extensive accumulated annual leave:** An employee must take an amount of annual leave if directed to do so by the employer if, at the time the direction is given, the employee has 2 years or more accrued annual leave which equates to 8 weeks (10 weeks in the case of a shiftworker) annual leave credited to him or her; provided the amount of annual leave left to the employees credit after direction is at least 4 weeks (5 weeks in the case of a shiftworker).

17.5 Annual Leave Exclusive of Public Holidays

Annual leave will be exclusive of any of the public holidays defined in this agreement. If a public holiday falls within an employee's period of annual leave and is observed on a day which would otherwise be an ordinary working day for that employee an extra day will be added to the employee's period of annual leave.

If during the period of annual leave a public holiday falls on a day on which a shiftworker is not normally rostered for duty, then the employee will have one day added to their annual leave to compensate for the loss of that public holiday. A day is calculated by reference to the equivalent of the average daily hours worked by that employee over the previous six months, or their period of employment with the employer if less than six months.

18. PERSONAL/CARER'S LEAVE

18.1 Entitlement to paid Personal/Carers Leave

Employees are entitled to Personal Leave in accordance with the provisions of the NES, (refer to Chapter 2, Part 2-2, Division 7 of the Act).

- (a) For each year of service with the employer the employee is entitled to 20 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

18.2 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

- (a) where 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.
- (c) The notice and evidence requirements of this clause below must be complied with.

18.3 Payment of Paid Personal/Carer's Leave

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

Meaning of *base rate of pay*

The *base rate of pay* is the rate of pay payable to the employee for his or her ordinary hours of work, but not including any of the following:

- (a) loadings;
- (b) monetary allowances (with the exclusion of the uniform allowance);
- (c) overtime or penalty rates;
- (d) any other separately identifiable amounts.

18.4 Notice and Evidence Requirements

(i) Notice

- (a) An employee must give the employer notice of the taking of leave under this Clause.
- (b) The notice:
 - must be given to the employer as soon as reasonably practicable (which may be at a time before or after the leave has started); and
 - must advise the employer of the period, or expected period, of the leave.

(ii) Evidence

Paid Personal leave

- (a) An employee who has given the employer notice of the taking of leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that if it is paid personal leave – the leave is taken for reason of a personal illness, or personal injury, affecting the employee;
- (b) Five days per year shall be accessible without the onus of proof on the employee, except at the discretion of the employer where prior written notification was given to the employee requesting that proof of personal leave will be required for each absence or as otherwise advised.
- (c) The Employer shall accept a medical certificate, as required to be provided by an employee in subclause 18.4(ii)(a), that is signed by a 'registered health practitioner'. A 'registered health practitioner' means a health practitioner that is registered as such with a recognised authority and includes, but not limited to the occupation of a medical practitioner, a pharmacist, an osteopath, a nurse practitioner, a psychologist, a podiatrist, a physiotherapist, a dental practitioner, a chiropractor, and an optometrist (excluding a nurse with any association with Tandara Lodge Community Care Inc. to avoid conflict of interest situations, either real or perceived).
- (d) The employer shall accept a statutory declaration, as required to be provided by an employee in subclause 18.4(ii)(a). The ability for an employee to provide a statutory declaration is limited to five (5) days per year, and can only be used for a period of up to two (2) consecutive days. It is also a requirement that the statutory declaration must be signed by a person before whom a statutory declaration can be made (determined by occupation or position held) who does not work for the employer.

- (e) To ensure payment can be made at the next scheduled pay day, an employee should endeavour to provide evidence to the employer prior to the last day of each pay period.

Paid carers leave

To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:

- (i) a medical certificate from a health practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
- (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.

(iii) Compliance

An employee is not entitled to take leave under this clause unless the employee complies with the notice and evidence subclause.

18.5 Unpaid Carer's Leave

- (a) An employee is entitled to 2 days' 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:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods agreed with the employer.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

18.6 Service

- (a) A period of paid personal/carer's leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

18.7 Lockdown-Contagious Sick (Personal) Leave

As a result of contracting a sickness in a period directly preceding, including or immediately post a site "lockdown" or at any time an employee is directed by the employer to remain absent from work due to the risk of contagious sickness spreading to the residents (periods of lockdown and post lockdown) the time absent will not be deducted from the employees personal leave accrual.

The contagious sickness leave associated with a period of lockdown will be for a maximum of 4 days, per occasion.

An employee claiming contagious sick leave as opposed to Personal Leave may be required to provide evidence of such claim when requested by the employer. Evidence can include presenting either a medical certificate clearly identifying the transmittable/contagious sickness, or other such evidence that the employer is satisfied with.

19. COMPASSIONATE AND BEREAVEMENT LEAVE

Compassionate leave is as provided for under NES.

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

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

A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, whether the employee and the person are of the same sex or different sexes.

A spouse and a de facto partner includes a former spouse or former de facto partner respectively.

(a) Compassionate/Bereavement Leave

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

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

The leave can be taken in five (5) consecutive days, five (5) single days or any separate periods if the employer and employee agree.

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

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

Where the death of an immediate family member requires the employee to travel interstate or further, the employer will consider granting an additional 2 days bereavement leave without loss of pay or personal leave entitlements to account for such necessary travel.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer when requested, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

(b) Payment for Compassionate/Bereavement Leave

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

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

(c) Service

- (i) A period of paid compassionate/bereavement leave does not break an employee's continuity of service and counts as service for all purposes.
- (ii) A period of unpaid compassionate/bereavement leave does not break an employee's continuity of service, but does not count as service.

20. COMMUNITY SERVICE LEAVE

General

Community Service Leave is as per the NES, summarised in this clause. Each of the following is an ***eligible community service activity***.

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

1. Voluntary Emergency Management Activity

A voluntary emergency management activity is one where the activity:

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

- (iv) the employee was requested by or on behalf of the body to engage in the activity.
An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.

(1) The notice:

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

(2) Evidence

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

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

2. **Jury Service**

If an employee is absent from his or her employment for a period because of jury service; and the employee is not a casual employee the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Evidence

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

- (a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
(b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

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

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

An employee who engages in an eligible community service activity is entitled to be absent from employment for a period consisting of:

- time when the employee engages in the activity;

and in the case of voluntary emergency management activity:

- reasonable travelling time associated with the activity;
- reasonable rest time immediately following the activity.

21. PARENTAL LEAVE

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

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

In addition to entitlements contained in the NES, paid parental leave will be provided as follows:

- An eligible employee who will be the primary carer of the child will be entitled to 3 weeks' paid parental leave per each completed year of service up to a limit of 14 weeks of paid parental leave after five years of continuous service.
- The parental leave will be paid at ordinary rates of pay only.
- An eligible employee may make application to the employer to have the parental leave paid at half pay, thus doubling the payment spread to a maximum of 28 weeks.

In addition the parties recognise that the Australian Government's Paid Parental Scheme is in operation and an employee may be eligible for payment under the provisions of the Paid Parental Leave Act 2010 in addition to payment described in this clause.

22. LONG SERVICE LEAVE

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act Tasmania 1976 (as amended). Employees with 10 or more years of continuous employment as defined under the LSL Act 1976 as amended, are eligible immediately to take long service leave subject to application and subject to the organisational needs of the employer.

PART 4 - OTHER PROVISIONS

23. TERMINATION OF EMPLOYMENT

23.1. Prior to reaching any decision to terminate the employment of an employee, the employer will:

- (a) inform the employee that the termination of their employment is being considered;
- (b) advise the employee of the reasons or allegations, including providing relevant details, and /or specific particulars of such reasons or allegations; and
- (c) provide the employee with an opportunity to respond to the allegations prior to a final decision being made.

- 23.2 An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness/support person present. The witness/support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 23.3 Subject to dismissal for serious misconduct, employment, other than the employment of a casual, will be terminated by the employer or the employee on the provision of the applicable notice as set out in this agreement, or by the payment by the employer, or forfeiture by the employee, of wages in lieu of notice.
- 23.4 The employer may, without notice, summarily dismiss an employee at any time for serious misconduct as defined in the Fair Work Regulations. Payment is up to the time of dismissal only.
- 23.5 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 23.6 In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the *Fair Work Act 2009*.
- 23.7 It is the intention of this clause that both the employer and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

23.8 Notice of termination

<u>(a) Period of Continuous Service</u>	<u>Minimum Period of Notice</u>
1 year or less	2 weeks
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) Notice of termination or payment in lieu is provided for in the NES. Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for the employer.

(c) Casuals are to be given notice to the end of the current shift worked.

(c) Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

24. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

(1) This term applies if the employer:

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

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or

- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
 - (i) relevant employees means the employees who may be affected by a change referred to in subclause (1).

25. REDUNDANCY

Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour

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

For the purposes of this clause, "continuous service" has the same meaning as contained in the Fair Work Act 2009 –section 22 Meanings of service and continuous service.

(a) Requirement to Consult

For the purpose of this clause redundancy includes a situation where the employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees.

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

(b) Redeployment and Retraining

Consideration will be given to redeployment and re-training options where possible and practical, prior to the final decision regarding termination of employment due to genuine redundancy.

(c) Notice of Redundancy

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

The minimum period of notice to be given to an employee affected by a redundancy is the same as contained in the table for termination of employment referenced in this agreement, including the additional weeks' notice where an employee is over 45 years of age and has been employed for 2 years or more.

(d) Voluntary Redundancy

- (i) Before a redundancy is implemented, the employer in the first instance will seek expressions of interest for voluntary redundancy from all employees.

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

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

- (iii) The employer will further consult with the affected employee(s) where a decision to proceed with involuntary redundancy has been made either due to insufficient voluntary redundancies being identified, and/or after declining an expression of interest for voluntary redundancy.

(e) Redundancy Package

Where retraining and/or redeployment opportunities are not available, the redundancy package to be paid to redundant employees is based on the years of service of the individual employees.

Employee's period of continuous service with the employer on termination	Redundancy pay
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
3 years or greater	2 weeks for each completed year of service pro-rata for any incomplete year of service, (minimum of 7 weeks) capped to a maximum of 20 weeks redundancy pay.

Exclusions- If the employer facilitates acceptable alternative employment for a redundant employee, including the transfer of all entitlements, the employer may make application to the Fair Work Commission and seek an order that redundancy pay is reduced in the amount that the Fair Work Commission considers appropriate.

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 substantially the same financial and employment benefits, as the position from which the employee was made redundant

The exclusions to redundancy payment under the Fair Work Act 2009 still apply to the redundancy clause of this agreement, namely sections 120-123

(f) Partial Redundancy Package for Changed or Decreased Hours

Where an employees' hours are to decrease or there is a reduction in wage as a result of operational or structural change, then a partial redundancy could be considered where agreed by the employee instead of a full redundancy.

Partial redundancy is calculated in the same way as a full redundancy would under this clause; however it is the difference between the pre-partial redundancy weekly wage to the post partial redundancy wage that is used to determine the "weekly wage" for the purpose of calculating the redundancy pay.

EG:

Weekly wage of employee pre-partial redundancy based on 38 hours per week plus allowances = \$920.40

Weekly wage of employee post-partial redundancy revised position based on 25 hours per week plus allowances = \$502.50

Partial Redundancy figure is:

$\$920.40 - \$502.50 = \$417.90$ X redundancy pay week figure based on years of service.

Leave accruals (days accrued) remain as they were in situations of partial redundancy.

(g) Definition-week's wage

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

(h) Paid Time off to Seek Alternative Employment

Employees who are made redundant are to be given assistance by the employer in seeking suitable alternative employment, including being granted paid time off to look for work. With consent from the employer (which may include evidence of job seeking activity) up to one day per week during the notice period may be accessed for the purpose of job seeking.

26. SALARY PACKAGING AND SACRIFICE

The rate of pay applicable to each classification specified in the wage rates of this Enterprise Agreement may be packaged in accordance with the employer's salary packaging program.

By agreement with the Employer, Employees who elect in writing to do so may convert a component of their weekly ordinary time wage to packaged benefits.

The terms and conditions of such a package are subject to the following provisions;

- (a) the employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- (b) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- (c) the employer shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause (b) above instead of a remuneration package;
- (d) the employer shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause (e) below shall continue to apply;
- (e) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- (f) a copy of the agreement shall be made available to the employee;
- (g) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (h) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (i) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- (j) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this

agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;

- (k) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months' notice of the proposed change;
- (l) in the event that an employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- (m) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

27. SUPERANNUATION

- 27.1 This clause applies to all employees covered by this Agreement, regardless of their age and level of earnings.
- 27.2 The employer must make superannuation contributions into a superannuation fund chosen by an employee, or, if the employee does not choose a superannuation fund, into the default superannuation fund which is HESTA.
- 27.3 All employees who wish to make salary sacrifice contributions will be entitled to do so. An employee may revoke a salary sacrifice agreement or alter the amount to be deducted at any time.
- 27.4 The employer will pay superannuation contributions, including salary sacrifice, on behalf of each employee at least monthly and in full.
- 27.5 At least monthly, employees will receive information on their payslips that will enable them to confirm that all due superannuation contributions, including salary sacrifice, have been paid.
- 27.6 Contributions will be paid as a percentage on all earnings (all wages, allowances, bonuses and similar). Salary sacrifice contributions will not reduce the calculation and payment of contributions for the purposes of this clause or for any other purpose under this Agreement.
- 27.7 The percentage of contribution will be the percentage fixed by the Superannuation Guarantee (Administration) Act 1992 (as amended).
- 27.8 The contributions provided for in this clause will be made in respect of all periods of paid leave, and all periods of leave taken as a result of work-related injury or illness (provided that the employee is receiving worker's compensation or regular payments directly from the employer in accordance with statutory requirements and the employee remains employed by the employer).
- 27.9 Where an employee wishes to make voluntary contributions to the fund, the employee may authorise the employer to deduct from the employee's wages an

amount or percentage specified by the employee. Voluntary contributions deducted under this provision will be forwarded to the fund at the same time as the employer's contributions.

27.10 An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions at the same time as the employer's contributions. An employee may only vary his or her additional contributions once each month.

27.11 Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.

28. TRAINING

The parties to this Agreement recognise the benefits that flow to employees and to the employer from appropriate training and personal development

All training opportunities will be identified prior to the training commencing as either compulsory (required by the employer for the employee to attend) or discretionary (non-compulsory), so as there is no confusion as to whether payment must be provided or not.

Non-Compulsory Training

Where practical the employer will schedule all personal development 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 employee can attend the training after work hours at the employee's discretion. This discretionary training attendance will generally not be paid. In some cases the employer may make the decision to treat this discretionary out of hours training as paid, in these instances employees will be notified prior to the commencement of the training. In these instances additional hours for the purpose of attending training will be paid at base rates of pay, overtime, shift or penalty rates will not apply.

Compulsory Training

Compulsory training is exclusive of professional development hours.

- (i) Employees must attend compulsory training where indicated as such by the employer, including fire and emergency training, WHS training and manual handling training or any other training as may be required by regulatory bodies or the employer.
- (ii) Employees required to attend compulsory training shall be paid at the base rate of pay for the period of training.

Professional Development

Management at their discretion may approve study leave or professional development training that is deemed relevant to the employment and development needs of the employee.

29. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

This dispute resolution procedure will apply to disputes about:

- i. matters arising under this agreement;
 - ii. matters in relation to the NES;
 - iii. a workplace right as defined in the Fair Work Act 2009 subsection 341(1)
-
- (a) If a dispute arises about this agreement, the NES or workplace right, 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 may 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 and arbitration.
 - (d) The 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) The parties agree that FWA shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration;
 - (g) While the dispute is being resolved, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

30. NOTICE BOARD

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

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard located at each of the employer's workplaces and/or through electronic means, whichever makes them more accessible.

31. UNION DELEGATES

- (a) It is recognised that union delegates or elected workplace representatives, with approval of the Union and authorisation of the employer will participate in the following duties free from any discrimination in their employment when it is appropriate to do so:
- represent the interests of members to the employer;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - participate in the operation of the Union which includes representing members on workplace issues;
 - represent members on any relevant consultative committee at the workplace;
 - attend union education, subject upon application to and approval from the employer;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace, subject upon application to and approval from the employer;
 - attend union annual Delegates Conference, subject upon application to and approval from the employer.
- (b) It is recognised that union training leave is unpaid, however an employee can make application to the employer for paid union training leave. Paid union training leave will be only granted by the discretion of the employer. The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.
- (c) An employee can also make application for non-paid training leave. This leave is subject to the employer agreeing to release the delegate from their normal roster if the delegate was rostered to work during the time of leave. Normally, 14 days notice of the proposed training is required.
- (d) The granting of any leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (f) Each employee on paid leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.

- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for leave.
- (i) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- (j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

32. LEAVE TO DEAL WITH FAMILY/DOMESTIC VIOLENCE

32.1 This clause applies to all employees, including casuals.

32.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

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

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

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of **family member** in clause 32.2(a) includes a former spouse or de facto partner.

32.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the employee's employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

32.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

32.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

32.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 32. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 32 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 32.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

32.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 32.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 32 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

32.8 Compliance

An employee is not entitled to take leave under clause 32 unless the employee complies with clause 32.

Tandara Lodge recognises that some employees may face situations of family violence or abuse that not only affects the employee's personal and general way of life, but may also affect their attendance or performance at work. Tandara lodge encourages any such affected employee to contact the DON or CEO directly to discuss in confidence their situation and needs, so that options and practical support can be explored and considered. Without limiting the type of support that may be considered or committing to provision of any such support, which will be determined on a case by case basis, options may include;

- Referral to professional counselling;
- Changes to hours of work, in addition to or including requests for flexible work hours;
- Consideration in mitigating unexplained work absence or underperformance issues;
- Time off work (unpaid or paid) including access to annual or personal leave. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a court, a doctor, a Family Violence Support Service or Lawyer.

All personal information concerning family violence will be kept confidential.

33. NO EXTRA CLAIMS

The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.

Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

SIGNATORIES:

FOR THE EMPLOYER

Signed: 

(for and on behalf of Tandara Lodge Community Care Inc.: by its authorised representative)

Date: 14.1.5.2019

Name in full (printed): PAUL CRANROCK

Position: CEO

Employer's Address: 10 NIGHTINGALE AVENUE
SHEFFIELD TAS

Witnessed by (signature): 

Witness name in full (printed): EULA DAVIES

Witness address: MAIN ROAD
WEST KENTISH TAS 7306

EMPLOYEE REPRESENTATIVE (HACSU)

Signed: 

Name in full (printed): Tom Jacobson

Address: 11 CLARE ST. NEW TOWN TAS 7008

Date: 25.1.5.19

Witnessed by (signature): 

Witness name in full (printed): James EDDINGTON

Witness address: 11 CLARE ST. NEW TOWN TAS 7008

EMPLOYEE REPRESENTATIVE (ANMF)

Signed: 

Name in full (printed): JAMES LLOYD

Address: 33 SUMMERLEAF RD, FERNTREE 7054 (home)

signed at 182 Macquarie Str, Hobart, Tas, 7000

Date: 21.5.19

Witnessed by (signature): 

Witness name in full (printed): Suzelle Lucas

Witness address: 15/10 DENISON STR, KINGSTON, TAS, 7050 (home)

signed at 182 Macquarie Str, Hobart, Tas, 7000

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

CLASSIFICATIONS

Enrolled Nurses

Enrolled Nurse—pay point 1

- a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- b) An employee will be appointed based on training and experience including:
 - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- c) **Skill indicators**
 - The employee has limited or no practical experience of current situations; and
 - The employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled Nurse—pay point 2

- a) Pay point 2 refers to the pay point to which an EN has been appointed.
- b) An employee will be appointed to this pay point based on training and experience including:
 - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- c) **Skill indicators**

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

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

- requiring assistance in complex situations and in determining priorities.

Enrolled Nurse—pay point 3

- a) Pay point 3 refers to the pay point to which an EN has been appointed.
- b) An employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

- c) **Skill indicators**

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

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

Enrolled Nurse—pay point 4

- a) Pay point 4 refers to the pay point to which an EN has been appointed.
- b) An employee will be appointed to this pay point based on training and experience including:
 - medication endorsement obtained, to be able to administer medication to patients, within the defined Scope of Practice of the Enrolled Nurse, and
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

- c) **Skill indicators**

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

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;

- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

Enrolled Nurse—pay point 5

- Pay point 5 refers to the pay point to which an EN has been appointed.
- An employee will be appointed to this pay point based on training and experience including:
 - medication endorsement obtained, to be able to administer medication to patients, within the defined Scope of Practice of the Enrolled Nurse, and
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.
- Skill indicators**

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

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

Enrolled Nurse-Pay point 6

- Pay point 6 refers to the pay point to which an EN has been appointed.
- An employee will be appointed to this pay point based on training and experience including:
 - medication endorsement obtained and being used for at least 2 years (3950 hours of employment), to be able to administer medication to patients, within the defined Scope of Practice of the Enrolled Nurse.
- Skill indicators**

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

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;

- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of resident and/or service needs; and/or
- communication and interpersonal skills to meet psychological needs of individuals/groups.

Registered Nurses

Registered Nurse—level 1 (RN1)

- a) An employee at this level performs their duties:

according to their level of competence; and

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

An EN through study who transitions to an RN qualification, will commence at RN pay point 2.

A graduate nurse with a Bachelor of Nursing (3 year degree) will commence at RN pay point 2.

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

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

Registered Nurse—level 2 (RN2)

- a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

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

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

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

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

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

Registered Nurse—level 3 (RN3)

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

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

- b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
- (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff and patient/client education;
 - staff selection, management, development and appraisal;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;

- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

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

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

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

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

- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered Nurse—level 4 (RN4)

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

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

- b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- c) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
 - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - being accountable for clinical operational planning and decision making for a specified span of control; and
 - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

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

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

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

- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Registered Nurse level 5—(RN5)

a) An employee at this level:

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

An employee at this level may also be known as a Director of nursing.

- b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
 - being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - managing the budget of the nursing division of the health unit;
 - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Nurse Practitioner

A Nurse Practitioner:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse practitioner

- The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice

that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.

- The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

Scope of practice

The scope of practice of the Nurse practitioner is determined by the context in which:

- the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

SCHEDULE B - PAY RATES

Classification	Pay Point	Pre EA	FFPP July 1st 2018 2.5%	FFPP July 1st 2019 2.5%	FFPP July 1st 2020 2.5%
Enrolled Nurse	Pay Point 1	\$ 48,927	\$ 50,150	\$ 51,404	\$ 52,689
Enrolled Nurse	Pay Point 2	\$ 49,947	\$ 51,196	\$ 52,475	\$ 53,787
Enrolled Nurse	Pay Point 3	\$ 50,967	\$ 52,241	\$ 53,547	\$ 54,886
Enrolled Nurse (Medication Endorsed entry)	Pay Point 4	\$ 50,726	\$ 51,994	\$ 53,294	\$ 54,626
Enrolled Nurse	Pay Point 5	\$ 54,454	\$ 55,816	\$ 57,211	\$ 58,641
Enrolled Nurse	Pay point 6	\$ 55,718	\$ 57,111	\$ 58,538	\$ 60,002
Registered Nurse Level 1	Pay Point 1	\$ 53,163	\$ 54,492	\$ 55,854	\$ 57,251
Registered Nurse Level 1	Pay Point 2	\$ 55,718	\$ 57,111	\$ 58,538	\$ 60,002
Registered Nurse Level 1	Pay Point 3	\$ 58,269	\$ 59,726	\$ 61,219	\$ 62,750
Registered Nurse Level 1	Pay Point 4 Minimum entry for 4 year degree	\$ 60,821	\$ 62,341	\$ 63,900	\$ 65,497
Registered Nurse Level 1	Pay Point 5 Minimum entry for Master's degree	\$ 63,374	\$ 64,959	\$ 66,583	\$ 68,247
Registered Nurse Level 1	Pay Point 6	\$ 65,396	\$ 67,030	\$ 68,706	\$ 70,424
Registered Nurse Level 1	Pay Point 7	\$ 67,927	\$ 69,625	\$ 71,366	\$ 73,150
Registered Nurse Level 1	Pay Point 8 and thereafter	\$ 70,458	\$ 72,219	\$ 74,025	\$ 75,876
Registered Nurse Level 2	Pay point 1	\$ 72,991	\$ 74,816	\$ 76,687	\$ 78,604
Registered Nurse Level 2	Pay point 2	\$ 74,679	\$ 76,546	\$ 78,460	\$ 80,421
Registered Nurse Level 2	Pay point 3	\$ 76,365	\$ 78,274	\$ 80,231	\$ 82,237
Registered Nurse Level 2	Pay point 4 and thereafter	\$ 78,057	\$ 80,008	\$ 82,009	\$ 84,059
Registered Nurse Level 3	Pay point 1	\$ 81,220	\$ 83,251	\$ 85,332	\$ 87,466
Registered Nurse Level 3	Pay point 2	\$ 83,119	\$ 85,197	\$ 87,327	\$ 89,511
Registered Nurse Level 3	Pay point 3	\$ 85,018	\$ 87,144	\$ 89,322	\$ 91,555
Registered Nurse Level 3	Pay point 4 and thereafter	\$ 87,625	\$ 89,815	\$ 92,061	\$ 94,362
Registered Nurse Level 4	Grade 1	\$ 97,043	\$ 99,469	\$ 101,956	\$ 104,505
Registered Nurse Level 4	Grade 2	\$ 100,736	\$ 103,254	\$ 105,836	\$ 108,482

Registered Nurse Level 4	Grade 3	\$ 104,428	\$ 107,039	\$ 109,715	\$ 112,457
Registered Nurse Level 5	Grade 1	\$ 97,043	\$ 99,469	\$ 101,956	\$ 104,505
Registered Nurse Level 5	Grade 2	\$ 100,736	\$ 103,254	\$ 105,836	\$ 108,482
Registered Nurse Level 5	Grade 3	\$ 104,428	\$ 107,039	\$ 109,715	\$ 112,457
Registered Nurse Level 5	Grade 4	\$ 111,815	\$ 114,610	\$ 117,475	\$ 120,412
Registered Nurse Level 5	Grade 5	\$ 115,992	\$ 118,892	\$ 121,864	\$ 124,911
Registered Nurse Level 5	Grade 6	\$ 120,167	\$ 123,171	\$ 126,250	\$ 129,407
Nurse Practitioner 1st Year	1st Year	\$ 87,625	\$ 89,815	\$ 92,061	\$ 94,362
Nurse practitioner 2nd Year and thereafter	2nd Year	\$ 90,252	\$ 92,509	\$ 94,821	\$ 97,192

Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule A—Employment Classifications and knowledge gained through experience over such a period.

Tandara Lodge Community Care Inc.

10 NIGHTINGALE AVENUE

SHEFFIELD TAS 7306

EMAIL ADDRESS: admin@tandara.net.au

TELEPHONE 64 911277

FAX 64 912122

TANDARA LODGE COMMUNITY CARE INC.

ABN: 21 723 628 502

Fair Work Commission

GPO Box 1994, Melbourne

VICTORIA 3001

Dear Sir's,

RE: Matter Number: AG 2019/1755

Section 190 of the Fair Work Act 2009-Undertaking for the

Tandara Lodge Community Inc. Nurses Enterprise Agreement 2018

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

The existing clauses of the **Tandara Lodge Community Inc. Nurses Enterprise Agreement 2018** are amended with the wording represented in the following undertaking.

Clause

19 (a) Compassionate/Bereavement Leave

Employees, other than a casual employee, will be entitled to five days paid compassionate/bereavement leave **for each occasion** when an immediate family member or member of an employee's household:

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

The leave can be taken in five (5) consecutive days, five (5) single days or any separate periods if the employer and employee agree.

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

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

Where the death of an immediate family member requires the employee to travel interstate or further, the employer will consider granting an additional 2 days bereavement leave without loss of pay or personal leave entitlements to account for such necessary travel.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer when requested,

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

1. Voluntary Emergency Management Activity

A voluntary emergency management activity is one where the activity:

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

An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.

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

(2) Evidence

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

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

11. SHIFT WORK, SATURDAYS and SUNDAYS

Employees working afternoon or night shift will be paid the following percentages in addition to the applicable base rate for such shift in lieu of overtime payments.

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 between 7.00 pm and midnight. **15% shift loading**

Night shift -Rostered to work some or all hours between Midnight and 7.00 am. **20% shift loading**

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

A casual employee will be paid the shift allowance calculated on the ordinary pay 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% on the applicable classification for the equivalent full time employee base rate of pay.

Saturday work-150%

Employees, for working ordinary hours on a Saturday, will be paid at the rate of time and one half of the employees base rate (or in the case of casual employees, the casual rate of pay) for all hours

worked on that day, however, the rates are in substitution for and not cumulative upon any other shift penalty.

Sunday work-200%

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

23. TERMINATION OF EMPLOYMENT

23.3 Subject to dismissal for serious misconduct, employment, other than the employment of a casual, will be terminated by the employer or the employee on the provision of the applicable notice as set out in this agreement, or by the payment by the employer, or forfeiture by the employee (limited to an amount equivalent to no more than one weeks wages), of wages in lieu of notice.

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

FOR THE EMPLOYER

Signed:



(for and on behalf of Tandara Lodge Community Care Inc. by its authorised representative)

Date:

5 / 8 / 2019

Name in full (printed):

PAUL CRANTOCK

Position:

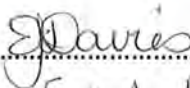
CEO

Employer's Address:

10 NIGHTINGALE AVENUE

SHEFFIELD TAS 7306

Witnessed by (signature):



Witness name in full (printed):

EULA DAVIES

Witness address:

MAIN ROAD WEST KENTISH 7306